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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Land Transfer Conference.

THE MEETINGS to determine the course to be taken by solicitors with regard to the Land Transfer proposals took place on Thursday. In the morning the members of the Associated Provincial Law Societies met to discuss the matter, and the conference with the Council of the Law Society was held in the afternoon.

The Result of the Meeting of the Provincial Law Societies.

THE PRELIMINARY meeting of the Associated Provincial Law Societies was largely attended, representatives of law societies in most parts of the country being present. Unfortunately, several of the Yorkshire law societies, having seceded from the Associated Societies, were not represented, and this important county, had, we believe, only four or five delegates. After some discussion, the following resolution was passed by a large majority :—

> That the Council be recommended to inform the Lord Chancellor that, with a view to simplifying the transfer of land, the Council are prepared to submit a Bill for assimilating the law of realty and personalty in accordance with the views of Mr. T. CYPRIAN WILLIAMS, as summarized in paragraph 101 of the Report of the Royal Commission, and to invite His Lordship to support such a measure.

And subsequently, the following additional resolution was passed :—

> That, in accordance with the recommendations of the Royal Commission, the consideration of the question of any extension of the system of compulsory registration of title should be deferred until after sufficient experience of the suggested amendment of the law has been obtained, and the system has been found to work satisfactorily.

The Conference with the Council of the Law Society.

WRITING in haste after the conclusion of the conference, we cannot do more than state briefly the conclusions arrived at, leaving comment till next week. These were

1. That the Council be recommended to inform the Lord Chancellor that, with a view to simplifying the transfer of land, the Council are prepared to submit a Bill for assimilating the law of realty and personalty in accordance with the views of Mr. T. CYPRIAN WILLIAMS, as summarized in paragraph 101 of the Report of the Royal Commission, and to invite His Lordship to support such a measure.
2. That the consideration of the question of any extension of the system of compulsory registration of title should be deferred until the law has been amended as above suggested, and the amendments recommended by the Report of the Royal Commission have also been passed into law, and the system as amended has been found to work satisfactorily.

The third resolution related to opposition to any Bill taking away the right of the county councils to determine whether any system of compulsory registration of title shall or shall not be established in their counties.

The Views of the Yorkshire Law Societies.

THE YORKSHIRE Union of Law Societies, at a representative meeting held last week, unanimously agreed to resolutions of a somewhat more drastic character than those given above. Adverting to the recommendations in the Report of the Royal Commission, they recommended that any further extension of the compulsory area should be strongly resisted until the amended system has been shewn to be a success to an impartial commission, after an extended trial and sufficient experience of such amended system in the existing compulsory area; that, while favouring the general simplification of title to land wherever possible, they considered it better to defer any concrete suggestion until they had had an opportunity of considering the proposed Bill to carry out such simplification; that opposition should be offered to any Bill designed to take away the right of the county councils to determine whether or not the present, or any system of compulsory registration of title, should be established in their counties, and that the Union favoured a system of registration of deeds, in which the registrar's duties are purely ministerial. We believe that not only the solicitors, but the inhabitants, of Yorkshire are strenuously opposed to the abolition of their Registry of Deeds, and that whatever might be the decision on Thursday, the Yorkshire law societies are prepared to act on the resolutions passed at their meeting.

Stay of Execution.

THE POLITICAL libel case of *Hay* v. *Yorkshire Liberal Newspaper and Publishing Co.* (*Limited*), led to an interesting pronouncement by Lord Justice VAUGHAN WILLIAMS last Saturday on an important point of practice (*Times*, October 30th). The plaintiff had recovered against the defendants £500 as damages for the libel complained of, and the trial judge had refused a stay of execution pending appeal. On Saturday, counsel for the defendants moved the Court of Appeal for a stay on what counsel described as "the usual terms," namely, that the defendants should bring the damages into court, and should pay the costs to the plaintiff's solicitor on his personal undertaking to return them in the event of the appeal proving successful. Those terms were ultimately agreed to between the parties, but Lord Justice VAUGHAN WILLIAMS objected strongly to the use of the words "usual terms" as descriptive of the arrangement. He knew of no such rule of practice, and would be sorry to see such a rule grow up, since it would mean that a rich defendant would always be in a position to get a stay which would be denied to a poor man. Order 42, r. 17, which controls the matter, expressly gives to a court or judge power to stay execution "until such time as they or he shall think fit," but makes no pronouncement as to the mode in which this discretion is to be exercised, and does not say that it is to be exercised upon terms. In practice, however, we believe that a stay is hardly ever granted except upon the condition that some part of the sum adjudged against the applicant shall be paid into court—a condition which certainly makes it difficult for the litigant not possessed of means to obtain the benefit of a stay.

Administrators and the Statute of Limitations.

IT IS one of the anomalies of the law of the limitation of actions that while the limitation on actions to recover a legacy from an executor is found in a statute nominally dealing with real property—the Real Property Limitation Act, 1874, section 8—the limitation on actions to recover a share of an intestate's estate from an administator is to be found in a statute not purporting to deal with limitations at all—the Law of Property Amendment Act, 1860, section 13. Moreover, while actions to recover legacies, in consequence of being grouped with actions to recover land and sums charged on land, have had the period of limitation reduced to twelve years, actions against administrators, because they happened to fall within another statute, can still be brought within the original period of limitation, namely, twenty years. Both legacies and shares of intestates' estates, however, may have the period indefinitely extended if they have ceased to be held by the personal representative simply as part of the estate of the deceased, and have come to be held in trust. This question frequently arises where the same person is appointed both executor and trustee, and then it may be a nice point to determine when he ceases to hold as executor and commences to hold as trustee, so as to be outside the Statute of Limitations except so far as he is protected by the Trustee Act, 1888, section 8; but generally this result will follow when he has performed his duties as executor, and the property remains in his hands on the trusts of the will: *Re Timmis* (1902, 1 Ch. 176). And although an executor is not appointed trustee, he may become so as to a particular legacy if he separates it from the estate, and declares that he is a trustee of it: *Re Rowe* (60 L. T. p. 599). The law on this point has been recently considered by WARRINGTON, J., in *Re Gompertz* (*ante*, p. 11), with reference to an administrator, and he has held that he makes himself a trustee of a share belonging to one of the next of kin if he ear-marks the share, and makes entries in his books in which he credits it to that next of kin. In effect he declares himself a trustee within the rule in *Re Rowe*, and if he retains it in his hands he cannot claim the benefit of the statute.

Costs of Notice to Pay off Mortgage.

A CORRESPONDENT, "Nemo," whose letter we print elsewhere, questions the suggestion we made last week in a note to a previous letter (*ante*, p. 10), that the mortgagee's costs of giving notice to pay off the mortgage money are chargeable against the mortgagor—chargeable against him, that is, in the sense that he cannot redeem the mortgaged property without paying them. We referred to two cases *Detillin* v. *Gale* (7 Ves. 583) and *National Provincial Bank of England* v. *Games* (31 Ch. D. 582). Our later correspondent treats the second case as laying down the principle that a mortgagee is entitled to all costs properly incurred by him in relation to the protection and preservation of his security. We should prefer to add "enforcement" of his security, though possibly our correspondent regards this as included in his words. But, in fact, we noticed in writing our former note, that the mere protection or enforcement of the security might not be sufficient to give the mortgagee the costs of calling in the mortgage money, and hence we referred to the wider principle enunciated by Lord ELDON, C., in *Detillin* v. *Gale* (*supra*):—"The owner coming to deliver the estate from that incumbrance he himself put upon it, the person having that pledge is not to be put to expense with regard to that; and so long as he acts reasonably as mortgagee, to that extent he ought to be indemnified." Thus the principle is that the mortgagee is to be indemnified; in other words, he is to have his money back clear of all expense. If that is so, he must be entitled to the costs of getting his money back, whether these are the costs of a notice only, or the costs of suing for it. Practically the same principle is recognized in *National Provincial Bank of England* v. *Games* (*supra*). "All costs," said BOWEN, L.J., "are to be allowed to a mortgagee which he, after becoming such, reasonably incurs in relation to the mortgage debt." As we remarked previously, the mortgagee acts lawfully as mortgagee in giving the notice, and it seems clear that he incurs the costs of it in relation to the mortgage debt. Moreover, as our correspondent, "Mortgagee," points out, the notice may be a necessary pre-

liminary to the exercise of the power of sale (Conveyancing Act, section 20 (i)). If the mortgagee sells, it cannot be doubted that he could include in his costs the notice which gave him liberty to sell; and his right to costs can hardly depend on whether the mortgagor complies with the notice or not. Various correspondents this week state that the taxing master will not allow the items if objected to. This is useful information as to the practice, but, of course, it does not touch the law of the matter. seeing that a notice may have important legal consequences, it is proper to employ a solicitor to prepare and serve it.

Wasp Stings and Workmen's Compensation.

AN INTERESTING case which the Court of Appeal has had to decide under the Workmen's Compensation Act, was a claim set up by the widow of an agricultural labourer, who died from blood-poisoning caused by a wasp-sting: *Amos* v. *Barton* (*Times*, October 25th). The case turned partly on a technical rule of evidence, but that rule only became relevant because of the principles contained in the Act. The deceased was threshing wheat with his master's machine one day last year, and his fellow-labourers stated that they saw wasps on the machine. Next day he had swollen legs, and complained of pain; a fortnight later he died of blood-poisoning, which expert medical evidence diagnosed as caused by a wasp sting. Our readers will recollect, of course, that before compensation is recoverable for an alleged accident, it is necessary to shew (1) that it is an accident within the somewhat peculiar meaning attached to that word under the Act; (2) that the event which constitutes the accident happened "in the course of his employment," and that it (3) "arose out of" the employment. In the present case the court felt no difficulty as to the wasp-stings being an accident, and happening in the course of the employment. But the question remained: did it "*arise out of*" the employment? Ever since *Craske* v. *Wigan* (1909, 2 K. B. 635) it has been recognized that injury from a natural phenomenon which happens to take place during employment, but which might equally well have affected the workman had he not been employed at the time, does not arise out of the employment; there must be some peculiar connection between the employment and the risk before the latter can arise out of the former. In that case, a lady's maid, sitting in the nursery, had been injured by a cockchafer flying in at the window; the Court of Appeal declined to see that a lady's maid runs any peculiar risk of being attacked by cockchafers. On the other hand, a groom bitten in his stable by the stable cat, was held, in *Rowland* v. *Wright* (1909, 1 K. B. 963), to have been injured by an accident "arising out of" his employment, since the stable cat is a peculiar risk of stable employment. Apparently, if some neighbour's cat or his master's domestic cat had bitten him, there would have been no peculiar connection between the risk and the employment, and the injury would not have "arisen out of the employment."

Was the Wasp a Roving Wasp or Domiciled in the Wheat Threshed?

APPLYING THE principle disclosed in those two cases to the facts of *Amos* v. *Barton*, the Court of Appeal appears to have considered that the liability of the employer depended upon whether or not the wasp which stung the deceased labourer had its nest in the wheat, so as to be a risk peculiar to the employment of threshing wheat. On this point the onus of shewing that the wasp which did the mischief had its nest in the wheat and not elsewhere, lies on the applicant: *Bender* v. *Owners of s.s. Lent* (1909, 2 K. B. 41), and *Marshall* v. *Owners of s.s. Wild Rose* (1910, 26 T. L. R. 608). In order to discharge this onus, the applicant called as a witness the doctor who attended the deceased, and who swore that ten days after the accident the labourer told him that he had disturbed a wasp's nest in the wheat, and it had stung him. If this evidence were admissible, it would be permissible to infer that the particular wasp-sting was the one which killed him. But such evidence is merely hearsay, and not admissible unless it can be brought within one of the recognized exceptions to the rule that bars hearsay evidence. The first suggestion at which one jumps is "dying declaration *in articulo mortis*"—but such statements are only admissible in trials for murder and manslaughter: *R.* v. *Mead* (1824, 2 Barn. & Cress. 605). Again, one cannot call it a "declaration in the course of duty," or a "declaration against interest." So one is forced back to the last resort in all such cases, namely *res gestae*. It was argued that the complaint made by the man to the doctor was a "statement as to his sensations or feelings," and, therefore, an integral part of the accident—so held in *Wright* v. *Kerrigan* (1911, 2 Ir. Law R. 301), a workman's compensation case. But here the Court of Appeal drew what seems a subtle, but is really a perfectly sound, distinction. A patient's statement to his doctor is part of his malady in so far as it relates to his physical sensations, but it is not part of his malady when it mentions external events. In the first case it is *res gesta*—a part of the transaction which is being investigated; in the second case it is a statement of collateral facts, and therefore not *res gesta*. The declaration was therefore rejected as inadmissible, and consequently the applicant had failed to discharge the burden of proof cast upon him to shew that a wasp with a nest in the wheat, and not a roving wasp from some other sphere, had caused the accident.

"Crystal Palace" as a Trade-Mark.

IT MIGHT be a question of some nicety whether the words "Crystal Palace" could at the present day be registered as a trade-mark for the first time. The relevant enactment to be considered would be section 9 of the Trade Marks Act, 1905, and "Crystal Palace" might possibly be held to be "a geographical name." But the section contains a proviso protecting "any special or distinctive word or words" used as a trade-mark before 1875. In *Brock* v. *Pain* (*Times*, October 31st) the plaintiffs were able to establish a user of "Crystal Palace" as a trade-mark for their fireworks for some fifty years, and so were held entitled to restrain the defendants from selling fireworks not made by the plaintiffs under the name of "Pain's Crystal Palace Fireworks." The case is of some novelty and interest as a trade-mark case. Until quite recently the plaintiffs had held a contract for giving displays of fireworks at the Crystal Palace at Sydenham. This contract they no longer held, their place as contractors to the Crystal Palace authorities being taken by the defendants. The defendants, not unnaturally, did precisely what the plaintiffs had done fifty years ago—they called their fireworks "Crystal Palace" fireworks on the strength of their being the Crystal Palace contractors. The plaintiffs took proceedings to restrain the sale of the defendant's goods, and obtained an injunction from WARRINGTON, J. An appeal by the defendants was dismissed by the Court of Appeal. One argument on behalf of the defendants was that the use of the words "Crystal Pa'ace" on the plaintiffs' fireworks implied that the plaintiffs were still giving displays at the Crystal Palace. The Master of the Rolls, however, thought this was not so, and that after their long user of the words in dispute it was irrelevant to consider whether the plaintiffs still had the right to give displays at the Crystal Palace. "They were entitled to use the words to distinguish their goods, and to register them as a trade-mark under the old law." The result is certainly rather singular from one point of view, for the plaintiffs have succeeded in preventing the defendants from using what is certainly the most appropriate name descriptive of the latters' goods. The case of *Linoleum Manufacturing Co.* v. *Nairn* (1878, 7 Ch. D. 834) was relied on as an argument for the defendants' right to call their goods "Crystal Palace fireworks," but the Master of the Rolls thought it bore no resemblance to the present case. There a patentee had himself invented the word "linoleum," and on the expiration of his patent rights he claimed the word as an essential part of his trade-mark. It was held by FRY, J., that he could not claim the right to an exclusive use of the word, principally because, in his opinion, there was no other term by which a person entitled to manufacture the article could describe it.

Kent v. Fittall Again

IN OUR issue of the 9th of September last (55 SOLICITORS' JOURNAL, p. 750) we sketched the history and circumstances of the

Kent v. *Fittall* cases, and predicted that the latest in particular (No. 4, 27 T. L. R., 79, 564) would give some trouble to revising barristers in this year's revision courts. The short effect of case No. 4 was thus stated: "An occupier will not be entitled to claim his vote as such unless his premises are separately rated. This, of course, does not preclude the actual payment of rates by the landlord, as a matter of arrangement between the landlord and tenant." An appeal from a revising barrister—*Smith* v. *Newman* (*ante*, p. 16) arose from the effect of *Kent* v. *Fittall* (No. 4) being entirely misunderstood. The occupier's premises in this case consisted of an ordinary separate dwelling-house, there being no question of any control by the landlord. The occupier was duly rated in respect of the house, but the rates had, "as a matter of arrangement between the landlord and tenant," actually been paid by the landlord. The revising barrister held that the occupier's name should be expunged from the list of electors, on the ground that he had not paid the rates, and that the case was covered by *Kent* v. *Fittall* (No. 4). The Divisional Court allowed the appeal. As DARLING, J., put it: "SMITH was a rated occupier, and effectively paid the rate, for, though he did not pay it himself, it was paid in his name." The landlord had, as a matter of fact, compounded for the rates, as he was entitled to do. It was further pointed out by the court that, had there been any doubt on the point, section 7 of the Assessed Rates Act, 1869 (32 and 33 Vict. c. 41), settled the matter. That section runs: ". . . every payment of a rate by the owner, whether he is himself rated instead of the occupier or has agreed with the occupier or with the overseers to pay such rate, and notwithstanding any allowance or deduction which the overseers are empowered to make from the rate, shall be deemed payment of the full rate by the occupier for the purpose of any qualification or franchise which as regards rating depends upon the payment of the poor rate."

The Length of Judgments.

WE HAVE heard those who have had occasion to peruse the judgments delivered in the House of Lords during the last few years complain that, in the case of some of the peers, conciseness is carried too far, and that their opinions in consequence are calculated to disappoint those who look for an adequate exposition of the law. Such complaints could hardly be made of the judgments in the High Court and the Court of Appeal; and, with regard to the charge of undue brevity, many members of the profession would adopt a paragraph in a recent address delivered by Senator ROOT, as president of the New York State Bar Association: "The mass of judicial reports has grown so great that it begins to seem as if before long we shall have to burn our books like the Romans and begin anew. And indeed, where decisions can be found in support of every side of every proposition, authority is in a great measure destroyed, and we begin anew in determining by the light of reason which authority shall be followed. I wish that our judges could realize officially what so many of them agree to personally—that restating settled law in new forms, however well it is done, complicates rather than simplifies the administration of the law; that the briefest of opinions usually answers the purpose of the particular case, and that the general interests of jurisprudence justify reasoned opinions only when some question of law is determined which has not been determined before by equal authority."

Restrictive Covenants and the Conversion of House Property.

MR. MARKS, in his presidential address recently delivered at the Auctioneers' Institute, took occasion to observe that the prevalence of restrictive covenants in large areas of the residential districts of London was often a serious obstacle to the development of houses which have been brought within the commercial area of London or have ceased to be suitable for residential purposes. The restrictions remain and greatly interfere with the proper use of the buildings or sites. Londoners who are past the prime of life must often have noticed the decline in the letting value of houses in certain streets and squares, which at one time commanded a high rent. The number of vacant houses goes on increasing until the owner is driven to various expedients to mitigate the loss to which he is exposed. His attention is then called to the covenant in the leases under which the premises are held, binding the lessees to use them as private dwelling-houses only, or not to carry on or permit to be carried on upon them any trade or business of any description. Such a covenant is often openly broken by the use of the house as a boarding-house for scholars attending a school in the neighbourhood; by the letting of lodgings, or at all events by the reception of paying guests. In some squares in the East of London every floor of what was once a stately residence has been turned into an office for merchants or joint-stock companies. These breaches of covenant have probably been committed with the acquiescence of the reversioners without any express agreement between them and the lessees. But we understand that the landlord of a large number of residences in the neighbourhood of Oxford Street, which have become valuable as shops or as sites for flats, is proposing to revise the conditions under which his property has been let.

The Tripoli Murders.

THE PROGRESS of civilization, it is said in Wheaton's International Law, 4th ed. p. 497, "has slowly, but constantly, tended to soften the extreme severity of the operations of war by land." These words seem difficult to reconcile with the reports of the conduct of the Italian troops at Tripoli. The exact circumstances of the atrocities which they are stated to have committed are not known, but, notwithstanding the denial of the Italian premier, it seems that non-combatants have been ruthlessly shot in a policy of extermination, and this has been done in a war merely of aggression. The laws of war on the subject of the right to kill are in any case severe. "Those who are actually in arms, and continue to resist," the same authority states (p. 473), "may be lawfully killed, but the inhabitants of the enemy's country who are not in arms, or who, being in arms, submit and surrender themselves, may not be slain, because their destruction is not necessary for obtaining the just ends of war." Any power which presumes to act on this rule must first satisfy the opinion of the civilized world that the war is one which can have any just ends, and when this is done, the slaughter must be strictly limited to combatants. The Hague Conventions of 1899 and 1907 on the laws of war give no countenance to the recent proceedings.

An Important "Passing-off" Decision.

THE case of *William Edge & Sons* (*Limited*) v. *William Niccolls & Sons* (*Limited*), which has recently been decided by the House of Lords (28 R. P. C. 582), is an extremely interesting one, and in some respects an important one. The action was one for passing-off, in which the plaintiffs sought an injunction to restrain the defendants from passing off their laundry blue as the plaintiffs' by imitating the get-up of the plaintiffs' goods. The plaintiffs moved for an interlocutory injunction, which was granted by SWINFEN EADY, J. (27 R. P. C. 671). On appeal, the Court of Appeal reversed this Order (28 R. P. C. 53). The plaintiffs then appealed to the House of Lords, who reversed the Order of the Court of Appeal, and restored the Order of SWINFEN EADY, J., with a slight variation.

The salient facts of the case were these: In 1884, WILLIAM EDGE, the predecessor in business of the plaintiff company, which was incorporated in 1894, began to sell laundry blue in penny packets, got up as follows: the blue was placed in a white linen bag, tied round the neck with a string so as to leave a frill, and in the neck of the bag was inserted a small wooden stick with a knob at the top, intended obviously to handle the package by. There was no label, printing, or name on this bag (see 28 R. P. C. 588). From 1884 down to the present day the blue of WILLIAM EDGE and his successors, the plaintiff company, had been so'd in this get-up. In 1884 EDGE took out a patent for this method of wrapping up or parcelling blue. It was described in the specification and depicted on the drawings attached thereto.

This patent was revoked in 1891, before the incorporation of the plaintiff company. The defendants, who had previously sold their laundry blue with quite a different get-up, in November, 1909, registered as a design a block of blue with a get-up substantially like the plaintiffs'; and they then put on the market blue in a linen bag like the plaintiffs', with a frill and a stick with a knob protruding from the neck like the plaintiffs', but the lower portion of the bag was surrounded by a label, on the centre portion of which was in prominent type "Niccolls," and, with other letterpress, a statement that the design of the article with the handle attached was the registered property of Wm. Niccolls & Sons (Limited). The plaintiffs thereupon commenced their action, and moved for an interlocutory injunction, and also moved to expunge the design from the register. Of course, the defendants did not and could not oppose this motion, and an Order to expunge the design was made by SWINFEN EADY, J.

The main contentions of the defendants were that, since the revocation of the patent, it was open to them to use the method of packing laundry blue described in the specification and drawings; that the stick, being an article of utility, could not be regarded as part of the get-up of the article, and that the public were entitled to sell laundry blue in a bag with a stick or handle in it; that the labels placed on their goods sufficiently distinguished them, and that no person with reasonable apprehension and proper eyesight could be deceived. These contentions commended themselves to the Court of Appeal, but not to the House of Lords. Lord GORELL, in his opinion, said:—

"The defendants maintain that they are not liable to be enjoined for several reasons. The first is that they have done nothing more than copy the description in the specification of the revoked patent, as they were entitled to do, and that the plaintiffs cannot interfere, because, as the defendants assert, no one can be restrained from making an article which has been the subject of a patent after the patent has come to an end. It seems to me, however, that this point in no way meets the plaintiffs' case. The patent was a thoroughly bad patent, and had been put an end to before the plaintiffs had been incorporated. But afterwards no one besides the plaintiffs made and sold these goods got up in the manner and with the appearance of the plaintiffs' goods. Anyone could have originally done what Mr. EDGE and the plaintiffs, his successors, did. They, however, gradually acquired the reputation aforesaid, and the public associated the form in which the blues and tints were put on the market with the plaintiffs' goods, even though the ultimate buyers may not have known the name of the plaintiff company. For nearly twenty years this has gone on, and the fact that there had been an old and useless patent seems to me to have no real bearing on the position which had thus developed. No authority was cited which in any way helped the defendants on this point, although it seems to have been the point which led the defendants to adopt the course pursued by them."

The second reason of the defendants was, according to Lord GORELL, that the plaintiffs were seeking to restrain them from selling an article of utility—that is, were seeking to prevent them from selling their blues with a stick attached, which the plaintiffs were not entitled to do. "It appears to me," said Lord GORELL, "that if this ever were the claim of the plaintiffs, it is not the way in which the case is now presented by them, and their counsel disclaimed the idea." Lord GORELL said, however, that "there was some ground for contending that at the outset the plaintiffs were endeavouring to prevent the use of any stick," but that he did not read the judgment of SWINFEN EADY, J., as intended to prohibit the use of "any stick," and mentioned that the plaintiffs were willing to consent to a modification of the injunction to make this clear. Lord GORELL further said that the complaint of the plaintiffs was that "the defendants imitated the get-up of the plaintiffs' goods when there was absolutely no necessity for doing so." He pointed out that if the defendants chose to have a stick they could have used one in a different form or shape or size. He might also have pointed out that the defendants might have used a handle or stick of some other material than wood. Lord GORELL said that the real point of the case was whether what the defendants had done and threatened to continue to do was calculated to lead to their goods being mistaken for the plaintiffs. His opinion was that, although wholesale and retail dealers might not, yet that the ultimate purchasers buying over the counter might be deceived; and that the label on the defendants' goods, although it was a sufficient distinction to the wholesale and retail trade, was not so in the case of the ultimate purchasers, who were "washerwomen, cottagers, and other persons in a humble station of life." He said, "I think, on the whole, when the undisputed facts of this case are considered, that the defendants have not, having regard to the nature of the goods and the persons to whom they are sold, sufficiently distinguished the goods sold by them from the goods sold by the plaintiffs. This view by no means suggests that the defendants are not at liberty to use a stick in the preparation of their goods, but, if they do so, they must sufficiently distinguish their goods by the form of the stick or by other means from those which are sold by the plaintiffs." He therefore thought that the appeal should be allowed, but the injunction must be modified by omitting the part relating to the stick.

The case is, as we started by stating, both interesting and important. It reaffirms the principle on which *Lever* v. *Goodwin* (4 R. P. C. 492) was decided, viz., that a get-up consisting of a new combination of old elements, all of which are common to the trade, is distinctive and will be protected, and that the mere use of the defendants' name on a similar combination does not distinguish it. It emphasizes, what is too often ignored in passing-off cases, that the character of the goods and the character of the ultimate purchasers must be taken into consideration in deciding whether there is a probability of deception. It is also an illustration of a plaintiff being protected by the law against an unfair, though not fraudulent, imitation of the get-up of his goods.

But the most important point in the case is that connected with the patent. On this, SWINFEN EADY, J., after referring to the patent and its revocation in 1891, said, "The existence of the prior patent does not disentitle the plaintiffs, who have had a monopoly of a particular get-up for nineteen years, and which get-up has now come to be known as exclusively indicating their goods, from now taking proceedings to prevent another person from infringing, not the monopoly conferred by the patent, but a monopoly which for nineteen years they have hitherto enjoyed of their own distinctive get-up." In the Court of Appeal both the Master of the Rolls and FARWELL, L.J. (KENNEDY, L.J., concurring in their judgments), held that the defendants were only doing what they were entitled to do, viz., using the subject matter of the patent. FARWELL, L.J., said, "It is a matter of general law, subject to the patent, if and so long as it stands, and free from the patent when it has gone, the article the subject matter of the patent and the name by which the inventor has called it are common property, and cannot be monopolized by anyone. No point was made by the respondents' counsel of the fact that the plaintiffs were not the patentees, and were incorporated after the patent was revoked, but I have not overlooked it, and have expressed my opinion on the footing accordingly." He referred to *Linoleum Co.* v. *Nairn* (L. R. 7, C. D., A. D. 837) and some other cases. The House of Lords took a similar view to SWINFEN EADY, J., and thought that the existence of the revoked patent did not disentitle the plaintiffs to protection of the get-up which they, and they alone, had used since the expiration of the patent until the defendants commenced their wrongful practices. This decision does not abrogate the principle that when a patent has expired anyone is at liberty to use that which was patented, but it proceeds on the footing that there is a limitation of that right to use—namely, that it must not be used for purposes of deception. That publication in a specification does not make that which is published public property for all purposes is shewn by section 41 of the Patents and Designs Act, 1907, which provides that it shall be no objection to granting a patent that the invention was published in a complete specification fifty years old at the date of the patent, or a provisional specification of any date not followed by a complete specification.

An Order in Council published in the *London Gazette* of Friday week divides the Basingstoke Coroners' District into two separate coroners' districts, to be named respectively the Aldershot Coroner's District and the Basingstoke Coroner's District.

Transfers of Mortgages.

It is a well-known rule of practice that on the transfer of a mortgage, either the concurrence of the mortgagor should be obtained, or inquiry should be made of him as to the mortgage debt, and an admission in writing obtained that the amount claimed by the mortgagee is still due; but the principle upon which this rule is founded has been the subject of numerous decisions, both in early and in recent times. Primarily, the principle applicable to the transfer of a mortgage is that which is applicable to the assignment of any other *chose in action*. The substantial part of the mortgage, as between mortgagor and mortgagee, is the mortgage debt. Any assignment of this must be on the terms that the assignee takes subject to all equities and rights of set-off which are available as between the mortgagor and the mortgagee. It makes no difference that the mortgage also includes the security of land or other property. Such security only stands good for the amount actually due, and this is determined by the state of the mortgage debt as between mortgagor and mortgagee.

The principle that a *chose in action* is only assignable subject to the equities affecting it appears to have been recognized ever since *choses in action* became assignable in equity, and is probably a result of the fact that they were assignable only in equity. In order that the assignee might recover the debt at law he had to sue in the name of the assignor, and it followed that his claim was liable to be defeated by any defence which the debtor had against the assignor. Hence, as was pointed out by Romilly, M.R., in *Cockell* v. *Taylor* (15 Beav., p. 118), the purchaser of a *chose in action* did not stand in the situation of a purchaser of real estate for valuable consideration without notice of a prior title. The latter purchaser, by getting in the legal estate, might hold the land free from prior equities, but the purchaser of a *chose in action* had no such right. He necessarily took subject to all the prior claims upon it. And, indeed, it would have been a grave injustice to the debtor had the creditor, simply by assigning the debt, been able to increase the burden upon him. This was realized when *choses in action* were made assignable at law by the Judicature Act, 1873, section 25 (6). If no specific provision had been made, the effect of conferring a legal title on the assignee would have been to enable him to repudiate equities of which he had no notice, and hence the sub-section expressly provides that the assignment shall be subject to equities which would, apart from the statute, have priority over the assignee: see *Re Milan Tramways Co.* (22 Ch. D. p. 127).

As already stated, the rule with respect to the transfer of mortgages is no more than an application of this general principle, though, as regards the amount originally advanced, the transferee is assisted by the receipt which is incorporated in the mortgage. As between mortgagor and mortgagee this is not conclusive, and the mortgagor is at liberty to prove that the amount which he is stated to have received was not, in fact, advanced; but before the Conveyancing Act, 1881, the effect was different as regards a transferee of the mortgage, where the mortgage contained an indorsed receipt; and the transferee was, in the absence of any circumstances to arouse suspicion, entitled to rely upon the receipt as conclusive of the advance (*Bickerton* v. *Walker*, 31 Ch. D. 151); and the same effect is now given to a receipt in the body of the deed by section 55 of that Act: see *Re Gwelo Matabeleland Exploration Co.* (1911, 1 Ir. R. p. 55).

But as regards dealings between the mortgagor and the mortgagee after the date of the mortgage, there is nothing to deprive the mortgagor, as against the transferee, of the benefit of any payments which he has made. The transferee, it was said in argument in *Bradwell* v. *Catchpole* (3 Swanst. 78 n), and assented to by the other side, must at his peril inquire what was due on the mortgage, and if all or part of the principal has been paid off by the mortgagor, or has been discharged by receipt of rents and profits, the transferee, although he has taken without notice, cannot set it up again against the mortgagor. And the resulting rule of practice was stated by Lord Loughborough, C., in *Matthews* v. *Walwyn* (4 Ves. p. 127):—"The result is that persons most conversant in conveyancing hold it extremely unfit, and very rash, and a very indifferent security, to take an assignment of a mortgage without the privity of the mortgagor, as to the sum really due; that, in fact, it does happen that assignments of mortgages are taken without calling on the mortgagor; but that the most usual case where that occurs is where it is the best security that can be got for a debt not otherwise well secured; and it is not in the course of transferring mortgages, but of raising money upon such securities; but no conveyancer of established practice would recommend it as a good title to take an assignment of a mortgage without making the mortgagor a party, and being satisfied that the money was really due."

Thus on the transfer of a mortgage, when the mortgagor is not a party to the transfer, and makes no admission as to the debt, the transferee takes subject to the state of accounts then subsisting between the mortgagor and the mortgagee (*Chambers* v. *Goldwin*, 9 Ves. p. 264; *Dixon* v. *Winch*, 1900, 1 Ch. p. 742); and if the debt has then been discharged, the transferee cannot hold the security against the mortgagor. In *Turner* v. *Smith* (1901, 1 Ch. 213) a mortgagor gave her solicitor the money to pay off a mortgage. He did not do so, but subsequently took a transfer of the mortgage to himself and immediately re-transferred it. It was held that, on the first transfer, the mortgage became discharged, and the solicitor held the property in trust for the mortgagor. Hence, on the re-transfer there was no mortgage debt subsisting, and the transferee obtained no security and could not refuse to re-convey the property to the mortgagor.

And the same rule applies after the transfer so long as the mortgagor has no notice. The assignee, by omitting to give notice, leaves it in the power of the mortgagee to receive payments, and any payments of principal or interest so made by the mortgagor must be allowed him in account by the transferee: *Williams* v. *Sorrell* (4 Ves. 389); *Re Lord Southampton's Estate* (16 Ch. D. p. 186). It has sometimes been argued that the mortgagor, on making a payment of principal, ought to call for the mortgage deed, and require an indorsement to be made on it, and that his omission to do so is negligence for which he should forfeit his claim to have the payment credited against the transferee. But this argument has not prevailed. The transferee has it in his power to prevent any such improper payment by giving notice to the mortgagor, and if he does not do so he must take the risk. It is the same whether the assignment of the mortgage is effected by way of absolute transfer or of sub-mortgage (*Berwick & Co.* v. *Price*, 1905, 1 Ch. 632). It is essential, of course, if the mortgagor is to obtain credit for payments, that he should pay the right person, and payment to solicitors, who are not authorized to receive the money, and who misappropriate it, will not do: *Withington* v. *Tate* (4 Ch. App. 288); and that he should be without notice, actual or constructive, of the transfer; see *Dixon* v. *Winch* (1901, 1 Ch. 736). But provided the payment is so made, it is immaterial what form it takes. It may be by delivery of goods or set-off of a balance of an account (*Norrish* v. *Marshall*, 5 Mad. 475), and any *bonâ fide* arrangement by which the debt is discharged as between mortgagor and mortgagee, will hold good as against the transferee, if made before notice by the transferee: *Stocks* v. *Dobson* (4 D. M. & G. 11). But in all cases the transferee can protect himself by either requiring that the mortgagor shall be a party to the transfer, or by obtaining his admission as to the debt and at once giving notice of the transfer.

Judge Edge, addressing a solicitor at Clerkenwell County Court yesterday, said, according to the *Times*, "If I have pleasure in seeing you here again I hope you will be robed. It is a dress of honour. A man cannot wear it unless he has passed a pretty stiff examination and he should be proud of his dress." The solicitor apologised for appearing without a robe and said that it was not the invariable rule in all the County Courts for solicitors to appear robed. The Judge replied that five years ago all the Judges were asked by the Law Society to make it a rule that solicitors should appear in their proper robes. They all agreed. When he (the Judge) first came to that Court there were a great many debt collectors who took their seats in the front row reserved for counsel and solicitors, and he did not know whether they were solicitors or not.

Reviews.

Criminal Law Amendment Act.

THE CRIMINAL LAW AMENDMENT ACT, 1885. By FREDERICK MEAD, Esq., Metropolitan Police Magistrate, and A. H. BODKIN, Esq., Barrister-at Law. THIRD EDITION. Butterworth & Co.

This new edition of a small but useful book is brought out by two writers who completely understand all the intricacies of that subject. The book, in addition to its proper subject-matter, comments on certain allied statutes, or portions of statutes, dealing with indecent offences against women and children—*inter alia*, the Punishment of Incest Act, 1908, and the Children Act of the same year. The offences with which the work is concerned have many peculiarities which differentiate them from other crimes, both as regards substantive law, procedure, and rules of evidence; hence there are quite a large number of cases decided under various sections of the principal and minor statutes. A few instances will make clear the kind of points upon which a commentary is needed by all practitioners who have a case of this class—a commentary which is fully and lucidly given in this book. Section 2 of the Act makes it an offence to "procure" or "attempt to procure . . . ." Here the meaning of "procure" is not at all obvious at first sight; but the learned authors, in a lengthy and learned note, shew that it is used in criminal statutes as the equivalent of "become an *accessory before the fact*." Again, the distinction between an "attempt" to commit an offence and a mere "intent" to do so is most lucidly explained with reference to all the appropriate cases: *e.g. Rex* v. *Linneker* (1906, 2 K. B. 99). The essence of the distinction, of course, is that an "attempt" is an "intention" to commit an offence made outwardly manifest by some one "overt act" which is one of a series of acts leading up to its commission. Again, on the question of procedure, section 123 of the Children Act, 1908, lays down some very peculiar rules (of a most artificial kind) as to the presumption of a child's age in offences dealt with by the statute; the section is most abstract, unreal and confusing; but a lucid note of nearly ten pages deals exhaustively with all the lurking difficulties contained in it and makes it abundantly clear. To public prosecutors and justices' clerks, this work of course, is a necessity.

Municipal Origins.

MUNICIPAL ORIGINS. By FREDERICK SPENCER, LL.B. WITH A PREFACE BY SIR EDWARD CLARKE.

This is not a law-book. It is a historical study of one brief period in the history of English municipalities, namely the period from 1740 to 1835, when such corporate bodies began for the first time to seek extended powers from Parliament by means of private bills. The title is, indeed, something of a misnomer, since municipalities date back to long before the Conquest—as the late Professor Maitland has brillantly demonstrated in his classic monograph on "Township and Borough." Indeed, theorists, such as the famous French sociologist Fustel de Coulanges, and our own Seebohm and Round, would find the origin of the municipality in the Roman "villa" or walled farm cultivated by a slave-master with his serfs. The author does not discuss those fascinating theories, nor does he explain the relevance of his title. His book, indeed, appears to consist of notes which he made while assisting Mr. and Mrs. Sidney Webb in the researches made by them for their History of English Local Government. The brief two pages of preface which Sir Edward Clarke contributes consist almost entirely of a panegyric upon the distinguished peers who have held the office of Lord Chairman of Committees in the Second Chamber. The work is not much in the line of the practical lawyer, but it contains a mass of interesting materials relating to the period just before that great statute, the Municipal Corporations Act of 1835, which the Local Government practitioner treats as the chronological starting-point of modern Local Government Law.

Growth of English Law.

THE GROWTH OF ENGLISH LAW. BEING STUDIES IN THE EVOLUTION OF LAW AND PROCEDURE IN ENGLAND. By EDWARD STANLEY ROSCOE, Barrister-at-Law. Stevens & Sons (Limited).

This is a small volume of some 250 pages, consisting of twelve chapters on various subjects, and being, in fact, detached essays. Although interesting enough in its way, the book by no means deserves its first high-sounding title. It is, in fact, to all appearance, a summary of various well-known works on legal history and kindred topics. That the book is such an abridgment is the impression left on the mind of a reviewer. The first chapter is entitled "The Beginnings of English Law, 1000–1272," and of course it could not possibly have been written but for Pollock and Maitland's History of English Law. Whole pages of this book (duly acknowledged, of course), are transcribed by Mr. Roscoe, who apparently is not aware that a second edition has been published. The closing sentences of the present volume assuredly would not have met with the approval of the late Professor Maitland, who constantly pointed out the need of reform.

Insurance Companies.

A TREATISE ON INSURANCE COMPANIES' ACCOUNTS; SHEWING IN PARTICULAR HOW THE ANNUAL REVENUE ACCOUNT AND BALANCE SHEET OF A COMPANY SHOULD BE DRAWN UP, SO AS TO BE IN STRICT CONFORMITY WITH THE SCHEDULES OF THE ASSURANCE COMPANIES ACT, 1909. BEING A SECOND EDITION OF A TREATISE ON LIFE INSURANCE ACCOUNTS. Originally written by T. B. SPRAGUE, M.A., LL.D. Revised by A. E. SPRAGUE, D.Sc., M.A. Charles & Edwin Layton.

Section 4 of the Assurance Companies Act, 1909, provides that every assurance company shall, at the expiration of each financial year, prepare a revenue account, a profit and loss account, and a balance sheet in the forms contained in the schedules to the Act, and the forms, to some extent, vary according to the class of insurance business to which they are applicable. In the present work the forms are discussed, and the items which are to be included are explained. At page 76 will be found some useful observations on the manner in which purchases of reversions should be treated in the accounts. The book is practically written, and the schedule forms are interleaved, so that it is easy to follow the discussion of them.

Local Government.

DIGEST OF THE LOCAL GOVERNMENT CASE LAW OF 1910. By NOMOS. The Local Government Review (Limited).

This little book is simply a collection of "catch-words" to cases decided in 1910, which the anonymous author thinks likely to be useful to persons interested in Local Government. It does not give even the headnotes of cases, and there is no explanation of what was decided in them. The following is a specimen, chosen at random, of its contents:—*Willé* v. *St. John* (C. A.), February 4th, 1910, before Cozens-Hardy, M.R. and Fletcher Moulton and Buckley, L.JJ. (L. R. 1910, 1 Ch. 325; 79 L. J. Ch. 239; 102 L. T. 383; 26 T. L. R. 405). Contract—Purchase of Land—Registration of Restrictive Covenant—No Building Scheme—Injunction to Restrain Building of Church Refused—Land Transfer Act, 1875 (38 & 39 Vict. c. 87), s. 84—Land Transfer Act, 1897 (60 & 61 Vict. c. 65) schedule I. That is all. There is nothing to give the reader the least clue to the actual decision of the court; he can only guess at it, and grope blindly for the point of law involved.

Private Companies.

THE PROMOTION AND ACCOUNTS OF A PRIVATE LIMITED COMPANY. By M. WEBSTER JENKINSON, F.C.A. Gee & Co.

The fact that private companies are not required to publish their balance-sheets has been the chief cause of the extensive use made of this form of company. In general, they are subject to the same provisions as other companies, but, apart from accounts, there are a variety of distinctions, and the advantages and disadvantages of private companies, and the special points in their formation and management, are conveniently stated in this work. It will be chiefly useful to secretaries and others engaged in company management, but the suggestions which it contains, and the lists of matters requiring to be attended to, will also be serviceable to the lawyer.

Commercial Law.

AN INTRODUCTION TO COMMERCIAL LAW. By ERNEST G. DIXON, Teacher's Diploma, London Chamber of Commerce. Butterworth & Co.

This little book, which is written, not by a lawyer but by a teacher of economics and business subjects at various technical schools, is written in much the same style as other elementary introductions to this practical branch of law. The account which the author gives of legal proceedings, as well as the principles of contract and tort, sounds a little crude to the practitioner; but of course it is not intended for him. No cases are quoted, but references to standard text-books occur from time to time. Very likely the polytechnic student will find the information here carefully set forth of some interest and guidance in his daily life.

Books of the Week.

Statutes.—Chitty's Statutes and Practical Utility, Arranged in Alphabetical and Chronological Order with Notes and Indexes. The Sixth Edition. By W. H. Aggs, M.A., LL.M., Barrister-at-Law. Vol. IV. "Death Duties" to "Frauds." Sweet & Maxwell (Limited). Stevens & Sons (Limited).

Workmen's Compensation Cases.—Butterworth's Workmen's Compensation Cases. Vol. IV. (New Series). Being a Continuation of Workmen's Compensation Cases Vols. I–IX. Edited by the late R. M. Minton-Senhouse, Esq., Barrister-at-Law, containing Reports of every Case Heard in the House of Lords and Court of Appeal, England, and Selected Cases Heard in the Irish Court of Appeal and Scotch Court of Session, decided Under the Workmen's Compensation Acts during the period October, 1910, to September, 1911. Edited by His Honour Judge Ruegg, K.C., and Douglas Knocker, Esq., Barrister-at-Law. Butterworth & Co.

Diary.—The Solicitor's Diary, Almanac, and Legal Directory 1912, containing an Excellent Diary for Each Day of the Year, Treatises on the Stamp Act and on Estate, Succession and Legacy Duties, Lists of County Courts, Recorders, Town Clerks, Clerks of the Peace, Coroners, Under-Sheriffs, King's Counsel, &c., Information as to Oaths in Supreme Court, Jurats, &c., Suggestions on Registering Deeds, &c., at Public Offices, Table of the Solicitors' Acts, The Solicitors' Remuneration Order and Scales, Precedents of Costs, Lists of District Registries, Official Receivers in Bankruptcy, Parliamentary, Insurance and Banking Directories, &c., an Alphabetical Index of the Public General Acts from the Accession of Queen Victoria to the Present Time, Lists of Provincial Barristers-at-Law and of London and Country Solicitors, with Appointments Held by Them. The Treatise upon the Stamp Act and the Law and Practice of Stamping Documents is Revised to date in accordance with the latest Decisions and Practice. The Treatise on Oaths, Solicitors' Charges and Death Duties are Revised by J. Godfrey Hickson, Esq., Solicitor. Fifty-eighth year of publication. Waterlow & Sons (Limited).

Correspondence.

Mortgagees' Costs.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to "Redemption's" letter in last week's issue of the Solicitors' Journal and also to your note, the chief authority on the question seems to be the case you mention (*National Provincial Bank of England* v *Games*), but I venture to think that the costs of a notice calling in the money are not within the principle therein laid down, viz., that a mortgagee is entitled to all costs properly incurred by him in relation to the protection and preservation of his security. A notice requiring repayment has surely nothing to do with the protection or preservation of the security. It is true that, in practice, the cost of the notice, when included in the mortgagee's bill, is not usually questioned, but the taxing master will not allow the items to stand if an objection be raised on taxation. Nemo.

Oct. 31.

[See observations under the head of "Current Topics."—Ed. *S.J.*]

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—With reference to the letter signed "Redemption" in your issue of the 28th of October last, and the editorial note thereto, we know that, at any rate a few years ago, it was the invariable practice of the taxing masters to disallow all items in connection with notice to pay off, and consequently all the items referred to, except probably the last, would have been disallowed had the bill been taxed.

The reason for such disallowance was, we believe, that it was quite competent for a mortgagee to write a letter to the mortgagor giving notice to pay off, and the employment of a solicitor for the purpose was unnecessary.

No doubt, if "Redemption" inquires at the taxing office he will ascertain whether or not the practice we have referred to is still in existence. E. G. & J. W. Chester.

86, Newington Butts, S.E., Nov. 1.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the letter signed "Redemption" which appeared in your issue last week, and to your editorial comment, I should be glad to know whether the costs referred to are, in fact allowed on taxation. I remember hearing it stated in Chamber many years since, in the course of taxation proceedings, that it was the practice of the taxing masters, when taxing the costs of a mortgagee who had given notice calling in payment to limit the costs allowed to those properly incurred after the expiration of the notice. The proceedings in question related to the costs incurred in connection with a reconveyance consequent on notice. It is quite clear that if a mortgagee was suing a mortgagor on his covenant he could not recover any costs in respect of such a notice. If a mortgagee has exercised his powers of sale in consequence of default in compliance with such a notice, then possibly the costs of the notice may be allowed as properly incidental to the sale; but save in such an event it seems to me that the costs of the notice are not, in the absence of express agreement, recoverable as against the mortgagor.

I may add that I usually recognize this view when acting on behalf of mortgagees, though I know other practitioners frequently adopt a different course. I have had no occasion recently to raise the question, and I should be glad to know what, in fact, is the present practice of taxing masters. I should think that the question arose in the case of *Rourke* v. *Robinson* (1911, 1 Ch. 480), but if it did so it does not clearly appear in the report. Mortgagee.

CASES OF THE WEEK.

House of Lords.

LEAVER (PAUPER) v. PONTYPRIDD URBAN DISTRICT COUNCIL.
27th and 30th Oct.

Negligence—Tramway Driver—Failure to Stop Tram when Insufficient Room to Pass Another Vehicle—Whether Judge was Justified in Holding that there was no Evidence to go to the Jury.

It is the duty of the driver of a tramcar to ascertain for himself that there is room before attempting to pass another vehicle, and not to rely on the statement by someone else that there is room. The plaintiff brought an action under Lord Campbell's Act in respect of the death of her husband, alleged to have been caused by the negligence of the defendants' servant, who was the driver of the tramcar. The judge held on further consideration that there was no evidence of negligence on which the verdict of the jury could be supported, and entered judgment for the defendants.

Held, reversing the decision of the Court of Appeal (Vaughan Williams, L.J., *dissenting*), *that there was sufficient evidence of negligence to go to the jury, and therefore their verdict must be upheld.*

Decision of Court of Appeal (75 *J. P.* 25) *reversed.*

Appeal by the widow of a painter, whose death she alleged was due to the negligence of the driver of a tramcar belonging to the respondent District Council. The defence was that there was no evidence of negligence. On the day of the accident Leaver and a man named Harris were pushing a truck along a narrow road when they were overtaken by a tramcar. They pushed the truck close up to the wall, and the driver of the car, who had slowed down, cautiously attempted to pass. The front portion of the car got by, and someone called out, "All right," whereupon the driver increased speed; but for some reason or other the rear of the car struck the truck, with the result that Leaver was pinned as it was dragged along between it and the wall, receiving such injuries that he died. The action by the widow, under Lord Campbell's Act, was tried at the Cardiff Assizes. At the close of the plaintiff's case the defendants' counsel submitted that no negligence had been shown on the part of the driver. Pickford, J., rather thought that was so, but he left the case to the jury, so as to avoid the cost of a new trial, and reserved his decision as to the evidence for further consideration in London. The jury, after hearing the defendants' case, awarded the widow £275. On further consideration the learned judge held there was no evidence of negligence on the part of the driver, and entered judgment for the defendants. The Court of Appeal (Vaughan Williams, L.J., dissenting) affirmed his decision. Hence this appeal. For the respondent council it was submitted that the whole tenor of the evidence showed that the driver slowed down and did not proceed until he was told by Harris to do so. The probability was that the truck slipped, and that was the cause of the accident, or the increasing of speed might have caused the tramcar to oscillate over towards the truck. But, whatever the cause of the accident was, there was no justification that the driver was guilty of negligence.

Lord Loreburn, C., in moving the appeal should be allowed, said negligence was a question for the jury, not for the judge, and if he had been a juror he thought he should have agreed with the jury that there was evidence of negligence on the part of this driver. Drivers of tramcars on a narrow road such as that between Pontypridd and Treforest, where the accident happened, ought not to take risks, but should stop and make sure that there was a clear way before attempting to pass something on the road, which left a margin of only a few inches. No doubt if the car was an absolute uniform width, and proper allowance was made for oscillation, if the front part got by the rest of the car must get by safely too. But if a jury found in any

reasonable way that the accident was due to the driver's negligence, it was the duty of the courts to sustain the verdict of the jury. The driver knew, or ought to have known, that the back part of the car was wider than the front, and he could have judged better than anyone else by looking down the side of the car whether it could pass something on the side of the road or not. It was clear on the face of the evidence that there was not room to allow the car to pass, because he thought it obvious that the truck did not slip or change its position. The driver misjudged the distance and went on, when he had no right to do so in the circumstances. That shewed negligence sufficient to justify the verdict.

Lords MacNaghten, Atkinson, Mersey, Shaw, and Robson concurred.—Counsel, *B. Francis Williams*, K.C., and *P. T. Blackwell* were for the plaintiff; *John Sankey*, K.C., and *S. J. Kyffin* for the company. Solicitors, *Blackwell & Co.*; *Herbert Phillips*.

[Reported by Erskine Reid, Barrister-at-Law.]

Court of Appeal.

FRY *v.* MAYOR OF CHELTENHAM. No. 2. 24th Oct.

Master and Servant—Accident—Corporation as Employer—Workmen's Compensation Act, 1906 (6 Ed. 7, c. 58)—Public Authorities Protection Act, 1893 (56 & 57 Vict. c. 61), s. 1.

The Public Authorities Protection Act, 1893, *does not apply to claims under the Workmen's Compensation Act*, 1906.

Appeal from the judge of the Cheltenham County Court sitting as arbitrator under the Workmen's Compensation Act. The applicant was a workman in the employ of the Corporation of Cheltenham, and in February, 1910, he injured his knee while acting in the course of his employment. He continued to perform his ordinary duties until the 24th of November, 1910, when the leg swelled up. On the 15th of December the knee was operated upon for a tuberculous abscess, and the result of the operation was to render the knee stiff. Proceedings to obtain compensation were not commenced till the following year, when the matter came before the county court judge on the 8th of September, 1911, and he awarded the applicant compensation at the rate of 15s. 3d. per week. The corporation appealed on the ground (*inter alia*) that the county court judge was wrong in law in holding that the Public Authorities Protection Act, 1893, did not afford an answer to the applicant's claim for compensation, seeing that the proceedings had not been commenced within six months of the time of the accident.

The Court (Cozens-Hardy, M.R., and Fletcher Moulton and Farwell, L.JJ.) dismissed the appeal.

Cozens-Hardy, M.R., said: The application of the Public Authorities Protection Act, 1893, is limited to "where . . . any action, prosecution, or other proceeding is commenced . . . for any act done in pursuance, or execution or intended execution, of any Act of Parliament or of any public duty or authority, or in respect of any alleged neglect or default in the execution of any such Act, duty, or authority." These words are clearly not applicable to proceedings for compensation under the Workmen's Compensation Act.

Fletcher Moulton and Farwell, L.JJ., concurred.—Counsel, *Shakespeare; R. A. Willis*. Solicitors, *Ford & Ford*, for *Wansborough, Robinson, Tayler, & Tayler*, Bristol; *W. H. Martin & Co.*, for *Heath & Eckersall*, Cheltenham.

[Reported by J. I. Stirling, Barrister-at-Law.]

TAYLOR, PLINSTON BROTHERS & CO. *v.* PLINSTON. No. 2. 21st Oct.

Practice—Attachment—Motion to Commit—No Service of Copy of Affidavit—R. S. C. LII. 4.

It is not intended by the Rules of the Supreme Court to treat attachment and committal as identical remedies, and ord. 52, *r.* 4, *does not apply to motions to commit. Consequently, a preliminary objection to a motion to commit that no copy of the affidavit intended to be used has been served with the notice of motion is not well founded.*

Litchfield *v.* Jones (25 *Ch. D.* 64, 32 *W. R.* 288) *explained.*

Appeal from a decision of Warrington, J. The defendant was alleged to have committed a breach of an injunction restraining him from doing certain acts, and the plaintiffs served him with notice of motion, asking for leave to issue a writ of attachment for breach of the injunction, or, alternately, for his commital for contempt of court in breaking the order, but at the hearing the application for attachment was abandoned. No copy of the affidavit on which the motion was founded was served with the notice of motion, and on behalf of the defendant the preliminary objection to the motion was taken that this service was necessary. Ord. 42, r. 7, provides that a judgment requiring a person to abstain from doing anything may be enforced by writ of attachment, or by committal. Ord. 52, r. 4, provides that every notice of motion to set aside, remit, or enforce an award, or for attachment, or to strike off the rolls, shall state in general terms the ground of the application; and where any such motion is founded on evidence by affidavit, a copy of any affidavit intended to be used shall be served with the notice of motion. Warrington, J., held that ord. 52, r. 4, referred to every motion under which a person might be attached and taken into custody, and that no distinction was to be drawn between motions for leave to issue a writ of attachment and motions to commit. He, therefore, upheld the preliminary objection. The plaintiffs appealed.

The Court (Cozens-Hardy, M.R., and Farwell and Buckley, L.JJ.) allowed the appeal.

Cozens-Hardy, M.R.—The question is whether ord. 52, r. 4, applies to a motion to commit or relates only to a motion for liberty to issue a writ of attachment. On the construction of the rules I fail to see any difficulty whatever. The distinction between committal and attachment is recognized in the rules of court and is quite clear. I have heard no reasons suggested which would induce the court to hold that the words "notice of motion . . . for attachment" in rule 4 extends to a motion to commit. It is said that the question is decided by *Litchfield* v. *Jones* (25 Ch. D. 64). That case was argued on both sides as a motion for attachment. In the headnote it is described as a motion to commit, but that is erroneous, and it is accurately reported in the fuller report in 32 W. R. 288 as being a motion for attachment. Any other view of the case makes the judgment of North, J., irrelevant. Beyond that case, no authority on the question is to be found in the books, and although the text writers adopt the view that affidavits must be served with the notice of motion, that is because they accept the statement of the law contained in the headnote to *Litchfield* v. *Jones* in the Law Reports. It is contrary to the plain meaning of the rule that it should apply to motions to commit, and inconsistent with the policy of the rules on the subject. It is quite easy to understand why motions for attachment are dealt with in the rules, because under the old practice a writ of attachment could be obtained without adducing any evidence in support. That was an abuse, and hence the rules were made. Why motions "to set aside, remit, or enforce an award" have been included in the rule I cannot say, but I feel confident that it was not intended to treat committal and attachment as identical in the rule. The appeal must be allowed, and the motion remitted to Warrington, J., to deal with on the merits.

Farwell and Buckley, L.JJ., delivered judgments to the same effect.—Counsel, *J. G. Wood; Rolt*. Solicitors, *W. Drake; Meredith, Mills, & Clark*, for *H. T. Smith*, Southport.

[Reported by J. I. Stirling, Barrister-at-Law.]

High Court—Chancery Division.

***Re* EMILY COLVILE, Deceased. COLVILE *v.* MARTIN.**
Swinfen Eady, J. 27th and 28th Oct.

Will—Construction—Insufficient Estate—Priorities—Gift of Legacies—Gift of Annuities—Further Gift of Legacies—Meaning of Words "Subject Thereto."

The meaning of the words "subject thereto" in a will must be discovered by an examination of the whole scheme of the will, and must not always be taken to mean subject to all that has gone before such words.

This was a summons to determine the priorities of legatees and annuitants in the distribution of an insufficient estate. The material portions of the will of the testatrix Emily Colvile are set out in their order in the will as follows: I bequeath £50 to my executor. I bequeath the following legacies, to be paid as soon as practicable after my death. I bequeath the following annuities, to be paid to the several annuitants during their respective lives. I declare that all the aforesaid annuities shall commence from the death of the survivor of myself and my sister. I bequeath to my cousin Ann Methuen £8,000, to Maud Becher £4,000, to Gladys Edgell £1,500. I direct and declare that all legacies and annuities payable under this my will, or any codicil hereto, shall be paid free of all duties of any kind. I give and bequeath all the residue, after payment of my debts and legacies, upon trust, to set apart such investments as will provide for the annuities hereinbefore given by me. And subject thereto, I give [here follow three charitable bequests of £1,000 each]. Then follow the words, "I give and bequeath the net residue of my estate." Counsel for Maud Becher contended that *Re Cottrell* (1910, 1 Ch. 402) was authority for the proposition that the pecuniary legatees should be paid in full. Counsel for the annuitants referred to *Re Howarth, Howarth* v. *Makinson* (1909, 2 Ch. 19), as shewing when annuities are a charge on the corpus, and *Re Tootal's Estate* (1876, 2 Ch. D. 628), in support of the proposition that if those persons mentioned after the first gift of residue in this will had only the rights of residuary legatees they were postponed to the annuitants. Counsel for another legatee cited *Thwaites* v. *Forman* (1844, 1 Collyer 409), in support of the proposition that the annuitants had no priority over the legatees. Counsel for one of the charities argued that it was just possible that the charitable legatees might have priority over the other legatees, and in support of this proposition he referred to *Blower* v. *Morret* (1751, 2 Ves. Sen. 419).

Swinfen Eady, J., said: In this case the will gives certain specific legacies and certain pecuniary legacies, and directs them to be paid free of duty, some being in terms postponed till the death of the tenant for life. Those not so postponed are immediate legacies. All the residue is given upon trust for sale. This residue means the residue of the property not specifically bequeathed. I include in the debts and legacies payable immediately after her death the legacy to the executors. The will continues, "and to invest such residuary estate," not what is left after payment of the legacies, in investments authorized by law, and to pay the income to my sister during her life. Then to set apart such of the investments as will produce the annuities before mentioned. Here follow the words, "and subject thereto." In my opinion, these words make it clear that the legacies afterwards

given are subject to full provision being made for the annuities. I think grammatically the words mean subject to the provision immediately preceding them, and I hold that the words "subject thereto" do not mean in this case subject to all the provisions of the will, but only subject to the provision immediately preceding them. And "subject thereto," certain charitable legacies are given. In my opinion, there is no question of priority between those legacies previously given and those now given. I think they rank ratably *pari passu inter se*. After the bequest of the charitable legacies, the testator uses the phrase, "I give and bequeath the net residue," and this is a new expression in the will. She here contemplates the provision having been made for payment of the annuities, and accordingly adds the words, "including the investments set apart for providing the several annuities as and when they shall fall in." In my judgment, first, sufficient investments must be set aside to satisfy all the annuities in full, and then, subject thereto, all the pecuniary legacies will rank *pari passu inter se*.—COUNSEL, *Edward Ford; G. Baldwin Hamilton; Harman; Crossman; Devonshire; Tomlin; Ward-Coldridge; Ganz.* SOLICITORS.—*Adams & Colvile; Shaen, Roscoe, & Co.; Devonshire, Monkland, & Co.; Gamlen & Forward*, for *Brittan, Livett, & Miller*, of Bristol.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **NUNBURNHOLME, Deceased. WILSON** *v.* **NUNBURNHOLME.** Neville, J. 13th Oct.

WILL—CONSTRUCTION—LEGACY—"WHEN AND SO SOON AS HE SHALL ATTAIN AGE OF TWENTY-SIX YEARS"—INTERIM GIFT OF PART OF INCOME—ACCUMULATIONS—VESTED OR CONTINGENT LEGACY.

When a testator gives property to a legatee "when and so soon as he shall attain the age of twenty-six years," and directs his trustees until that age be attained to pay to the legatee a part of the income arising therefrom, and to accumulate the balance, then, if no one else be interested in either the principal or the income, the legacy is a vested legacy, and the legatee is absolutely entitled on the death of the testator.

By his will, dated in 1906, a testator bequeathed certain shares to his trustees "upon trust out of the income and profits arising therefrom to pay to his son G. an annual sum not exceeding £—— (if the said income and profits shall amount to so much) until he shall attain the age of twenty-six years, and when and so soon as he shall attain the said age of twenty-six years my trustees shall hold such shares and the accumulations of income arising therefrom upon trust for my said son G. absolutely." The son survived the father, but died at the age of twenty-three, and this summons was taken out to determine whether G. took a vested interest in the shares.

NEVILLE, J., after referring to the words of the will, said: The words "when and so soon as" primarily import a contingency, and if these words stood alone G. would upon his death under the age of twenty-six take no benefit. What had to be considered, however, was whether, taking the gift as a whole, it was intended to be vested in G. from the death of the testator, the reference to the age of twenty-six being simply an indication of the manner and time at which the testator intended that G. should enjoy the gift, and not a limitation of the gift itself. In this case there had been a severance of the property given, which, notwithstanding the provisions as to twenty-six years, was in favour of the gift being a vested gift. Another point was that it had been held that a gift to a legatee on attaining a certain age with a gift of the income in the meantime vested the legacy, but this rule did not apply in cases where part only of the income was given; the question in these cases being—Was there an indication on the part of the testator to give the whole of the benefit of the legacy to the legatee, notwithstanding the provisions which *primâ facie* indicated that the capital only was to be vested at a particular age? In the present case, which did not seem to have been the subject of judicial decision, the whole income, or part of it, according to the amount produced, was given to the legatee, surplus income, if any, being accumulated, and the accumulations, together with the capital, were given absolutely upon the legatee attaining the age of twenty-six. Therefore, the whole of the property was disposed of in favour of the legatee—nobody else was interested in the capital or income either directly by way of gift, or indirectly by way of intestacy, and consequently it appeared that the legacy was a vested legacy. In support of this decision his lordship referred to the following authorities:—*Hanson* v. *Graham* (6 Ves. 239, 248), *Pearson* v. *Dolman* (L. R. 3 Eq. 315, 321), *Saunders* v. *Vautier* (3 Cr. & Ph. 240), *Watson* v. *Hayes* (5 Myl. & Cr. 125), and *Greet* v. *Greet* (5 Beav. 123).—COUNSEL, *W. Copping; Peterson*, K.C., and *G. D. Pepys; Jenkins*, K.C., and *C. A. Bennett; D. N. Pollock; H. Woodhouse; H. T. Methold; Ashworth James.* SOLICITORS, *Woodhouse & Davidson; Collyer-Bristow & Co.; Taylor, Son, & Humbert.*

[Reported by F. BRIGGS, Barrister-at-Law.]

THORNHILL *v.* **STEELE-MORRIS.** *In the Matter of* **AN APPLICATION FOR THE COMMITTAL FOR CONTEMPT OF COURT OF EDMUND FRANCIS HINDE, OF WEST PARK, CHESTERFIELD, IN THE COUNTY OF DERBY.** Swinfen Eady, J. 27th Oct.

CONTEMPT OF COURT—PUBLICATION TENDING TO INFLUENCE RESULT OF PROCEEDINGS—NEWSPAPER COMMENTS.

It is a contempt of court for a newspaper to refer to an action pending in the King's court in any manner that may tend in any degree to interfere with the course of justice, and it cannot be pleaded in excuse either that the reference was only made for political purposes, or that the names of the parties in the action were not mentioned.

In this case Mrs. Thornbull had issued a writ for an injunction to restrain the defendant (the Rev. David Steele-Morris) from committing any trespass upon her garden, because he persisted in using a short way to his church through her garden after she had withdrawn her permission for him to do so. The writ was served on the defendant on the 7th of August, 1911. On the 16th of September, 1911, the following paragraph appeared in the *Derbyshire Courier*: "A story which throws an interesting light upon the 'business' of landowning comes from a Derbyshire parish, and soon we may expect to hear of an action in the High Court to restrain the vicar of the parish from walking through the garden of a lady landowner. This may seem a very small matter to make so much fuss about, but there is more in the case than at first appears. The parson has, like his predecessors, fallen into disfavour with the landowner; something must be done to bring about his resignation; his predecessors resigned, so must he. A pathway through the garden is a great convenience to him after a two-mile walk to one of his churches; now this privilege is withdrawn, and an injunction applied for to prevent him using it. Thus the screw is tightened. The relations between the landowner and the heir of the property are rather strained, to say the least of it. The heir, as in the past, braved the disfavour of his parents, and has invited the vicar to visit him. This must be stopped, hence the prohibition to enter the garden. There are two screws to be tightened. When the case is being heard, many interesting revelations, both of family relations and the cause of previous resignations, may be expected. Meanwhile, I point out that such action as this on the part of the landowner is the best evidence that the Liberal party is doing the nation a service by freeing it from the despotic rule of landed tyrants. Such people as this landowner are the best helpers of the Liberal cause, and it is not surprising that Liberalism flourishes in the village in question."—The question was whether this article amounted to a contempt of court or not. Counsel for the editor argued that this was merely a silly article written with a view to advancing the cause of Liberalism in the district, and could not be looked upon as a contempt of court. The editor said political feeling in that neighbourhood ran high. Here was a chance of shewing their views on the political question of landlordism. Counsel cited the case of *R.* v. *Payne* (1896, 1 Q.B. 581) and referred to the judgment of Lord Russell, C.J., as shewing that the doctrine of contempt had in his opinion "gone rather too far" in some cases which had been decided in the Chancery Division. This opinion had been supported by Cozens-Hardy, J., in a case of *Re The New Gold Coast Exploration Co.* (1901, 1 Ch. 863), where he said: "Certain reported decisions have been cited in which no doubt judges have taken a view on the subject of contempt which I have very high authority for saying would not now be followed by the court." Other cases referred to were *Phillips* v. *Hess* (1902, 18 T. L. R. 400), and an Irish case reported in 1907, 2 Ir. C. L., at page 260.

SWINFEN EADY, J., said: This is a motion on behalf of Mrs. E. M. Thornhill that Mr. E. F. Hinde may be committed for contempt of court upon the ground that the article printed in the *Derbyshire Courier*, of which paper he is at present editor, is calculated to interfere with the course of justice, and prejudice the fair trial of this action. The applicant has a dispute with the Rev. D. Steele-Morris about a way across her garden, which she gave him permission to use. She withdraws her permission, but he still insists on going that way, and she accordingly claims an injunction to prevent him from trespassing upon her garden. The writ was issued on the 3rd of August, 1911. The writ is endorsed for an injunction to restrain the defendant from committing a trespass upon the garden of the plaintiff. To my mind it is entirely immaterial that the alleged trespasser is the vicar of the parish. Whilst the action is pending the respondent to this motion was aware of the action, and of the claim for an injunction. Let us look at the article. To my mind it imputes other motives in language of studied offensiveness. It infers that the objects of the action are to compel the vicar to resign. It infers that his predecessors have been similarly compelled. [His lordship here read the article above set out.] How could any question of politics possibly be mixed up with the right of a person to restrain a trespass? I read the affidavit of Mr. Hinde. He says: "Political feeling runs high in the district." His article imputes dishonourable motives to the person bringing the action. I cannot bring myself to the slightest feeling of doubt that this article is calculated to prejudice the plaintiff. The plaintiff is a litigant in the King's court. This suggestion of political issues might deter people from attending as witnesses in support of her suit. In my opinion the article is entirely unjustified, and is a contempt of court. The editor tells us he did not pass it for the press. I will accordingly only order on this occasion that a full and suitable apology be published in as prominent a part of the paper as the paragraph complained of, and I make no further order on the motion except that the respondent pay all the costs of this application as between solicitor and client.—COUNSEL, *Micklem*, K.C., and *J. G. Wood; Hon. Frank Russell*, K.C., and *H. E. Wright.* SOLICITORS, *Cree & Son; Stevens, Son, & Parkes.*

[Reported by L. M. MAY, Barrister-at-Law.]

BRISTOL GUARDIANS *v.* **BRISTOL WATERWORKS CO.** Eve, J. 30th Oct.

WATERWORKS—WATER SUPPLY—WORKHOUSE—PRIVATE DWELLING-HOUSE—SUPPLY BY RENT OR METER—"PRIVATE"—BRISTOL WATERWORKS ACT, 1862.

By a Waterworks Act it was provided that the company should, on request, furnish to every occupier of a private dwelling-house a sufficient supply of water for domestic use at certain annual rents. The guardians of a workhouse who had for many years been supplied with water by measure applied to the company to be supplied with water at an annual rent under the above section.

Held, that a workhouse was not a private dwelling-house within the meaning of the section, and therefore the guardians were not entitled to be supplied with water at an annual rent.

This was an action for a declaration that the plaintiffs were entitled to be furnished by the defendant company with a sufficient supply of water for domestic purposes at the annual rents prescribed by the Bristol Waterworks Act, 1862. By section 68 of that Act it was provided as follows: "The company shall at the request of the owner or occupier furnish to every occupier of a private dwelling-house or part of a private dwelling-house in any public street or road within the limits of this Act, in which or within 100 yards of which any main pipe of the company shall be laid, a sufficient supply of water for the domestic use of every such occupier at annual rents or prices not exceeding" the rates in the scale appended to the section. The defendants had for many years furnished the plaintiffs with a supply of water for the use of the officers and inmates of the plaintiffs' premises, and had charged for the same by measure at the rate of 1s. per 1,000 gallons. In September, 1910, the plaintiffs requested to be supplied with such water at the rents contained in section 68, but the defendants refused to supply the water except by measure. The plaintiffs were willing to make provision for separate supplies of water for domestic and for other purposes, and contended that subject to confining the use to domestic purposes they were entitled to a supply at the annual rents specified in the section.

EVE, J.—The plaintiffs had for many years used the premises in question as workhouses, and had been furnished by the defendants with a supply of water by meter for domestic and non-domestic purposes at the rate of 1s. for 1,000 gallons. Two of the workhouses contained a large number of inmates, and the plaintiffs, with a view of reducing the cost of the water, applied to the defendants to supply the water at a rent calculated on the value of the premises. Such a claim, if allowed, would materially diminish the cost of the water supply. The defendants, however, declined to supply the water except by measure, and this action was accordingly brought for a declaration that the plaintiffs were entitled to a supply of water at the prescribed rents. The claim was based on section 68 of the Bristol Waterworks Act, 1862. It was not disputed that the plaintiffs were owners of the premises. The controversy turned on the words "furnish to every occupier of a private dwelling-house." Can the inmates of the workhouses or can the plaintiffs themselves be accurately described as occupiers of a private dwelling-house? The plaintiffs rely on the decisions in which it has been held that a workhouse is for certain purposes a dwelling-house and the inmates are a family; and it is said that a workhouse is a private dwelling-house, inasmuch as admission to it is not offered indiscriminately to everybody, and admittance is subject to certain conditions. On the other hand it is argued that although it has been held that a workhouse is a dwelling-house for certain purposes, it has never yet been held that it is a private dwelling-house. The conclusion at which I have arrived is that it is impossible to hold that an institution of this nature is a private dwelling-house. It seems to me that in considering the section of the Act you cannot say that the word private does not differentiate dwelling-houses. If that were not so the section would extend not only to private dwelling-houses, but to business premises and public institutions. It is said that you can eliminate the word "private" altogether, since it adds nothing to the word dwelling-house. But I know of no authority which would justify me in putting such a construction on the section. It is true that in the Scotch case of *Airdrie, Coatbridge, and District Water Trustees* v. *Flanagan* (43 S. L. R. 422) it was held that the word "private" had no effect, but with great respect for the learned judges who decided it I do not think I should be justified in following that decision. In my opinion the plaintiffs are not entitled to the declaration they ask for, and I must dismiss the action with costs.—COUNSEL, *Danckwerts*, K.C., and *Wethered*; *Upjohn*, K.C., and *Kerly*. SOLICITORS, *Osborne, Ward, Vassall, & Co.*; *Edward Gerrish, Harris, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

FAGOT v. **FINE**. Div. Court. 25th Oct.

CONTRACT—MONEY LENDING—UNREGISTERED MONEY-LENDER—ONUS—VOLUME OF BUSINESS TO BE CONSIDERED—MONEY LENDERS ACT, 1900 (63 & 64 VICT. 51) S. 6.

Where in an action for money lent the defendant raises the defence that the plaintiff is an unregistered money-lender, the onus of proof that the plaintiff is a money-lender within the meaning of section 6 of the Money Lenders Act, 1900, lies in the first instance on the defendant. In considering whether the defendant has discharged that onus the tribunal must take into consideration the total volume of business of money-lending carried on by the plaintiff, including the exceptions mentioned in section 6.

A person carried on business as a jeweller and lent money to customers who came into contact with him in connection with his jewellery business.

Held that such loans were not made in the course of and for the purposes of a business not having for its primary object the lending of money within the meaning of section 6 (d) of the Moneylenders Act, 1900.

This was an appeal from a decision of his Honour Judge Bryn Roberts sitting at the Merthyr Tydfil county court. The action was brought under order 14 in the high court, but was remitted to the county court. The claim was for £50 money lent. The defendant raised two defences: (1) That the plaintiff was an unregistered money-lender within the meaning of the Money Lenders Act, 1900; and (2) that the money lent was only £10. The defendant counter-claimed for 12s. 6d. The county court judge decided against the defendant on the first ground, directing himself as appears from the judgment of Bankes, J. (*infra*), and he gave judgment for the plaintiff for £10 less the amount of the counter-claim. From this decision the defendant appealed.

BANKES, J.—In this case I think there ought to be a new trial on the ground that it appears from the shorthand note of his judgment that the county court judge misdirected himself on a very material point. By section 6 of the Money Lenders Act, 1900, the expression "money-lender" in this Act shall include every person whose business is that of money lending or who advertises or announces himself or holds himself out in any way as carrying on that business; but shall not include [then follow a number of exceptions, one of which is] "(d) any person . . . *bonâ-fide* carrying on any business not having for its primary object the lending of money, in the course of which and for the purposes whereof he lends money." In my opinion the *onus* of proving that a plaintiff is a money-lender within the meaning of the Act rests on the defendant, and for the purpose of establishing the fact that the plaintiff is a money-lender within the meaning of the section it is absolutely essential that the tribunal should take into consideration not only the nature but the number of the money-lending transactions. It is in these transactions alone that the inference can be drawn that a plaintiff is a person whose business is that of money lending. I think that the learned judge has here gone wrong in failing to bear in mind that the *onus* of proof in the first instance rests on the defendant. For the purpose of considering whether the defendant has discharged that *onus* of proof he must take into consideration all the business of money lending, including the exceptions mentioned in section 6. As far as I can gather in this case the judge misdirected himself on this point, because he seems to have thought that if any particular class of case fell within the exceptions he ought to exclude them from his consideration. He decided in favour of the plaintiff on this point on the ground that he was not satisfied that the volume of business he did was sufficient to warrant he was doing business as a money-lender. And he came to that conclusion after excluding a number of the exceptions under the Act. I think he also misdirected himself upon another point. He dealt with a number of cases which came before him. Some of these were cases where money was lent with a view to increasing his other business as a jeweller. He goes on to say that many of the loans were shewn to have been lent to customers brought into connection with him by his other business, and these he excluded from his consideration. In that, I think, he misdirected himself, because he includes the cases of the plaintiff lending money to persons who had no connection with him, except that they came to do business at his shop. The judge appears to have thought that loans to persons who might be customers of his as a jeweller came within the exception in section 6 (d) of the Act of loans by a person carrying on a business not having for its primary object the lending of money in the course of which and for the purposes whereof he lends money. On the ground of this misdirection I think there ought to be a new trial.

LUSH, J., gave judgment to the same effect.—COUNSEL for the appellant, *Vaughan Williams*; for the respondent, *J. B. Matthews*. SOLICITORS, *Robert Greening & Sigge*, for *Morgan Rees*, Cardiff; *J. T. Lewis* for *J. Lee Davies*, Newport, Mon

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re **BROAD**. *Ex parte* **THE OFFICIAL RECEIVER**.
Bucknill and Phillimore, JJ. 24th Oct.

BANKRUPTCY—ADMINISTRATION OF ESTATE OF DECEASED INSOLVENT—EXECUTOR'S RIGHT OF RETAINER—BANKRUPTCY ACT, 1883, S. 125, SUB-SECTION 9.

An executrix, before receiving notice of the presentation of a petition for the administration of her testator's estate in bankruptcy, gave notice to the creditors that she intended to retain a debt due to her out of the assets. After receiving notice of the presentation of such a petition she sold some of the assets and retained her debt out of the proceeds.

Held, that her intimation to the creditors of her intention to retain her debt was a good exercise of her right of retainer, and that her subsequent receipt of the money after notice of the presentation of the petition was not invalidated by sub-section 9 of section 125 of the Bankruptcy Act, 1883.

Appeal by the official receiver, the trustee of the estate of a deceased insolvent, from a decision of the county court judge at Truro, dismissing an application claiming payment of £200 from the widow and executrix of the deceased. The deceased debtor, who had been an

innkeeper and farmer, died in March, 1911, leaving the respondent his sole executrix. She took possession of all the deceased's property, but, finding that it was insufficient to pay all his debts, she instructed her solicitor to call a meeting of his creditors, which was held on the 12th of April, she and her solicitor being both present. The solicitor read a statement of affairs, and informed the creditors that there was a debt of £200 due to the executrix, and that by her right of retainer as executrix she was entitled to repayment in full of that sum. On the 20th of April she instructed her solicitor to sell the stock on the farm and the furniture at the inn, and the solicitor wrote to an auctioneer instructing him that Mrs. Broad would sell the stock and furniture, retain £200 out of the proceeds, and that the balance was to be held for the benefit of the other creditors. On the 2nd of May a petition was presented for the administration of the estate of the deceased, under section 125 of the Bankruptcy Act, 1883. On the 3rd of May notice of the presentation of the petition was served on Mrs. Broad as personal representative of the deceased. The sale was held on the 5th of May, when Mrs. Broad purchased goods to the value of £4 12s. 2d., and on the 10th of May the auctioneer paid over to her £195 7s. 10d., making up the sum of £200 which she claimed to retain. On the 13th of May an administration order was made on the petition, and the official receiver became trustee of the estate. A motion was then brought by the official receiver in the county court at Truro, asking that Mrs. Broad be ordered to pay over the £200, on the ground that she had not exercised her right of retainer until after she received notice of the presentation of the petition. The county court judge dismissed the application, and this appeal was then brought. Counsel for the appellant contended that Mrs. Broad did not, in fact, exercise her right of retainer until the 10th of May, when the proceeds of the sale were paid over to her, and that, being after she had notice of the presentation of the petition, was too late by reason of the provisions of section 125, sub-section 9. The assertion of her right of retainer, made at the meeting of creditors on the 12th of April, was not a valid exercise of such right, because she did not then appropriate any part of the assets to the payment of her claim, and an executor must appropriate a certain part of the assets to satisfy his claim except in cases where the assets of the deceased are of less value than the amount of the debt, in which case the whole of the assets may be taken. He cited *Re Gilbert* (1898, 1 Q. B. 282), *Re Rhoades* (1899, 1 Q. B. 905, 2 Q. B. 347), *Re Williams* (8 Mon. 65), and Wentworth on Executors, as quoted in the marginal note to *Woodward* v. *Darcy* (1 Plowden 185). Counsel for the respondent were not called upon.

PHILLIMORE, J., held that the respondent had made a valid exercise of the right of retainer by her intimation to the creditors that she was going to retain her debt out of the assets of which she then had possession. She instructed her solicitors to direct an auctioneer to sell the furniture and farm stock, which did not constitute all the assets, and might be said to have appropriated all those articles to the purpose of paying herself the debt due to her.

BUCKNILL, J., held that the respondent had done all that she could be reasonably expected to do. She had possession of all the assets in specie, and gave full notice to the creditors before she had notice of the petition that she would convert the assets into money and pay herself. Appeal dismissed. Leave to appeal granted.—COUNSEL, *E. W. Hansell; Clayton*, K.C., and *W. T. Lawrence*. SOLICITORS, *Solicitor to the Board of Trade; King, Wigg, & Co.*, for *J. Pethybridge*, Bodmin.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **PINCUS** and *Re* **HUTCHINSON & CO.** C.A. No. 2. 27th Oct.

BANKRUPTCY—BANKRUPTCY NOTICE REQUIRING PAYMENT OF THE DEBT IN A FOREIGN COUNTRY—BANKRUPTCY ACT, 1883, S. 4, SUB-SECTION 1 (G).

A bankruptcy notice requiring the debtor to pay the debt at an address out of England is bad, as it imposes an additional obligation, which is not in accordance with the terms of the judgment.

A bankruptcy notice requiring payment to be made at an address in England where an agent of the creditor can be found duly authorized to receive payment would be good.

Re a Debtor (1911, 2 K. B. 652) *explained.*

These were two appeals from refusals to set aside bankruptcy notices calling upon the debtors to pay the debts in foreign countries, in one case in Paris, in the other case in Antwerp. The two cases were argued together, and one judgment was given. Counsel for the appellants contended that a bankruptcy notice requiring the debtor to pay the judgment debt at an address abroad was not in accordance with the terms of the judgment, because it imposed a greater obligation than was imposed by the judgment. No place of payment was mentioned in the judgment, but at common law a debtor was only bound to seek out and pay his creditor within the realm. They cited passages from Coke upon Littleton and Shepherd's Touchstone to this effect. Counsel for the respondents contended that the law, as stated by Coke and Shepherd, could only apply to the circumstances of their times, and that in the present day the facilities for the transmission of money made it no hardship on the debtor to require him to pay his debt to a foreign creditor at an address abroad. If there were any difficulty in transmitting the money within seven days the debtor could apply for an extension of time under section 105, sub-section 4, of the Bankruptcy Act, 1883. The bankruptcy notices in question had been issued in this form, because the decision of this court in *Re a Debtor* (1911, 2 K. B. 652) appeared to lay down that a bankruptcy notice would be bad which called upon the debtor to pay an agent of the creditors. [COZENS-HARDY, M.R., said that that decision must have been misunderstood. This court had held in *Re Persse* (1911, 55 SOLICITORS' JOURNAL 314) that payment to an agent would do.] The bankruptcy notice did not increase the obligations of the debtor, for it did not require him to do more than what he had contracted to do, and that was to pay his French creditor in Paris.

COZENS-HARDY, M.R.—The first question raised is, what was the obligation imposed upon the debtor by this judgment? Was it to go to Paris and pay, or only to pay the plaintiff if he were within the realm? My opinion is that he was only bound to pay the plaintiff within the realm. This is not the case of a contract between a person here and a person in Paris, where the court might hold that there was an implied obligation to pay in Paris; but we have a formal judgment, which has the same operation and effect now as it had in the days of Lord Coke, and the defendant is not bound to go without the realm to comply with it. The bankruptcy notice here is not in accordance with the terms of the judgment, for it interposes a place—viz., Paris—at which payment could not properly be exacted. Therefore, on that short ground, the bankruptcy notice is bad, for the creditor has no right to impose an additional term, which is not in accordance with the terms of the judgment. A much larger and more important question has, however, been argued—namely, what is the position of a foreign creditor with regard to issuing a bankruptcy notice after he has obtained judgment in this country? It is said that the decision in *Re a Debtor* (1911, 2 K. B. 652) has created a difficulty. I think that decision has been entirely misunderstood. The bankruptcy notice in that case required the debtor to pay to the petitioning creditors, "or to Messrs. Spyers & Co., their solicitors," and there was a note on the bankruptcy notice that Messrs. Spyers & Co. certify that they have full authority to receive payment or compound for the debt. The decision simply was that solicitors have no implied authority to receive money for their clients, and their statement that they had authority was of no avail, and that therefore the bankruptcy notice was bad. But a notice requiring the debtor to pay at a particular address would be sufficient if, on going to that address, the creditor would find there a properly authorized agent to receive the money. This very point was decided by the court in *Re Persse* in March, 1911 (55 SOLICITORS' JOURNAL 314). I cannot accept the view that payment to an agent is not payment to the principal within the Act. Foreign creditors, therefore, need only demand payment at an address in England, and have a duly authorized agent at that address to receive payment.

FLETCHER MOULTON, L.J.—In my opinion this bankruptcy notice is not good, as it does not require the debtor to pay in accordance with the terms of the judgment. A judgment establishes a debt of record, and the nature of the cause of action which has been merged in it becomes immaterial. The judgment is not influenced by the nature of the contracts between the parties, which in this case required the debtor to pay his debt abroad. All that can be material is that there is a judgment obtained in an English court, under which there is no obligation upon the debtor to go out of England to find his creditor. Of course contractual obligations change with changes in business, but nothing shews that a judgment debt of record can change from age to age. For this bankruptcy notice the sole address given at which payment can be made is in Paris, which is a condition not required by the judgment, and makes the bankruptcy notice bad. I fully agree with the Master of the Rolls that the decision in *Re a Debtor* (1911, 2 K. B. 652) has been misunderstood. It does not conflict with *Re Persse*, which decides that if an authorized agent is to be found at the address given, that is enough. If the notice in *Re a Debtor* had required payment at Messrs. Speyer's office, and Mr. Speyer had been there with a power of attorney to receive payment of the debt, I think it would have been good.

FARWELL, L.J., concurred.—COUNSEL, in *Re Pincus, Clayton*, K.C., and *Schwabe; Hansell*. SOLICITORS, *S. B. Cohen & Dunn; R. Vaughan*. COUNSEL, in *Re Hutchinson & Co., G. M. Hilbery; McCardie*. SOLICITORS, *Henry Hilbery & Son; Woodthorpe, Brown, & Co.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

Re **THE METER CABS (LIM.).** Swinfen Eady, J. 25th and 26th Oct.

SOLICITOR'S COSTS—LIEN—PROPERTY RECOVERED OR PRESERVED FOR A COMPANY—APPLICATION AFTER WINDING-UP.

A solicitor's common law lien for his costs on a fund, or the fruits of a judgment recovered by his exertions, prevails over the rights of the liquidator of a company, and he is entitled to exercise his lien as against everyone.

This was an application by G. E. Corfield, one of the duly appointed liquidators of Meter Cabs (Limited) and of J. C. Lees on behalf of himself and the other members of the committee of inspection, to determine whether the bill of costs delivered by Mr. W. Walker, of Manchester, to the liquidators was properly payable out of the assets of the company, and if properly payable for an order for taxation and payment thereof. The facts sufficiently appear in the judgment. Counsel for the respondents cited the cases of *Ormerod* v. *Tate* (1801, 1 East 463) and *Lord* v. *Colvin* (1862, 2 Dr. and Sm. 82), as shewing that the solicitor was entitled to his lien at common law in this case, and was accordingly entitled to be paid his costs in priority to everybody else, and to

retain out of the assets which he had recovered moneys to satisfy his bill. *Cur. adv. vult.*

SWINFEN EADY, J., said: This is a summons taken out in the winding-up of the Meter Cabs (Limited) as to whether bills of costs delivered by Mr. William Walker are properly payable, and if properly payable to have an order for taxation of the same. There are three bills, one for £60 16s. 8d., another for £23 16s. 4d., and a charge of £4 9s. 6d., details of which have not yet been delivered. The master in chambers disposed of the first bill and the charge, and adjourned the summons into court to be dealt with on the question of the bill for £23 16s. 4d., concerning which there was a conflict of fact and a dispute. Mr. Walker submitted at once to have his bill taxed, so the issue of fact and the dispute is to find out of what fund it is to be paid, if payable. The Meter Cabs (Limited), in liquidation, had a claim under an indemnity policy issued by the International Assurance Co., and there was a submission to arbitration as to their rights. On the 5th of November, 1909, a member of the bar was, by order of the District Registry, appointed arbitrator, and Mr. Walker acted as solicitor for the company in that arbitration. During the proceedings a sum of £45 was paid by the International Assurance Co. to the Meter Cabs (Limited). On the 29th of July, 1910, a winding-up order was made against the Meter Cabs (Limited), and Mr. Murgatroyd was appointed liquidator on the 15th of March, 1910. Mr. Corfield and Mr. Murgatroyd were subsequently appointed joint liquidators. After the joint liquidators were appointed certain questions arose between the parties to the arbitration. With a view to settling the dispute the International Assurance Co., also in liquidation, proposed a settlement, and wrote a letter on the 9th of April to Mr. Murgatroyd offering to pay half the sum in dispute, which they calculated at £37 10s. [There was a dispute as to whether the co-liquidator had agreed to accept this settlement, but on the facts and after examination of the parties in the witness-box his lordship held that he had so agreed.] The sum of £18 15s. was accordingly duly paid to Mr. Walker, and he gave credit for the same in his bill of costs. It was urged that the bulk of his costs were incurred before the winding-up proceedings were instituted. Counsel argued that Mr. Walker must prove as to the costs incurred before the liquidation in the liquidation as an ordinary creditor, and that as against the liquidator he was not entitled to retain the money but must hand it over to the liquidator. I am clearly of opinion that at common law a solicitor is entitled to a particular lien on a fund or on the fruits of a judgment recovered by his exertions for the costs of recovery, or those incidental thereto. This common law lien prevails notwithstanding bankruptcy. In *Jones* v. *Turnbull* (1837, 2 M. and W., at p. 601) the court said: "It is clear that the assignees ought not to receive this money without satisfying the lien of the attorneys; it is an equitable right as against them who have the benefit of the claim, which has been rendered productive by the services of the bankrupt." The case of *Emden* v. *Carte* (1881, 19 Ch. D. 311) is a further authority for this proposition. In *Guy* v. *Churchill* (1887, 35 Ch. D., p. 489) Cotton, L.J., said, at page 491: "The lien of a solicitor is grounded on the principle that it is not just that the client should get the benefit of the solicitor's labour without paying for it." Lindley, L.J., said: "It is right that they who get the benefit of the recovery of money should bear the expense of recovering it." The sum is a part of the expenses of the applicant. All these cases were cases of the bankruptcy of individuals, but there is no difference in the case of a company. Buckley, L.J., in the last edition of his book on "Company Law," at p. 398, says, after stating the right of a solicitor with regard to his lien as against an individual: "The solicitor to the liquidator is *semble* entitled to a lien for his costs on a fund recovered in the winding-up through his instrumentality." In the case of *Re Massey, Re the Freehold Land and Brickmaking Co.* (1870, L. R. 9 Eq. 367) Lord Romilly, M.R., says: "Where there is a suit by means of which a fund is recovered to the company, then the solicitor is entitled to claim a lien for his costs on that fund against everyone. In *Re Born, Curnock* v. *Born* (1900, 2 Ch. 433) Farwell, J., gave a solicitor a charging order for his costs on a fund in court under section 28 of the Solicitors Act, 1860, on the ground that the charging order conferred no new right, but only a cheap and speedy mode of enforcing the solicitors' common law lien on the company's share of the fund in court. His lordship there said: "Though this application is under the statute, it is very material to consider whether, if I make a charging order, I am thereby giving the applicants a new right or merely enabling them more cheaply and speedily to enforce a right they already possess. Now, it is plain that they have a common law lien on the company's share of the fund in court for the amount of their costs. It would be monstrous if this were not so, as the company would never have recovered the money without their exertions. It resembles the case of debenture holders who have to allow a liquidator's costs when they take the benefit of his exertions, and it is clear that justice calls for such a lien." These remarks are entirely applicable to the present case. In my opinion Mr. Walker has a common law lien on the judgment. Actual possession of the moneys is, to my mind, wholly unnecessary. Mr. Walker's lien extends to the costs of establishing the claim and to the costs of this application. As to this, and the costs of establishing a right of retainer, see *Re Hill, A Solicitor* (1886, 33 Ch. D. 266). The result is that I find Mr. Walker is entitled to be paid out of the funds his taxed bill and the costs of this summons, and as this fund will not be sufficient he must be paid the balance by the liquidator out of the assets of the company. The liquidator must similarly pay Mr. Murgatroyd's costs. The summons must, *pro formâ*, be amended by adding Mr. Walker and Mr. Murgatroyd as respondents thereto.—COUNSEL, *Harman; Giveen.* SOLICITORS, *Harris, Chetham, & Cohen; Sharpe, Pritchard, & Co.* for *Walker & Co.*, Manchester.

[Reported by L. M. MAY, Barrister-at-Law.]

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 11th and 12th October, 1911:—

Bailey, Brian Grierson	Lyne, Joseph Percy
Barham, John Foster	Markby, Keith Freeling
Bostock, Thomas Herbert Geoffrey	Moore, Edward Hayden
Brewer, Alan	Newman, William Henry
Brewer, Charles Valentine Rutland	Pearce-Jones, Gerald Douglas
Burrell, Evelyn Arthur	Pearson, William Wilmot
Croft-Smith, Edwin Spencer	Pownall, Henry
David, Elfyn Williams	Pyke, Thomas Hugh
Davis, Leo Edwin	Richmond, Walter Thomas
Davy, Frederick John	Ridge, Luther Herbert Archibald
Dickinson, Stanley George Langstaffe	Roberts, Richard Caradoc
Dorman, Geoffrey Charles Herbert	Rumprecht, John Godfrey Frank Colton
Ellingworth, Harry	Scott, Albert Walter
Exton, Digby Hubert	Sharp, Douglas Charles Granville
Fausset, Noel Edward	Snell, Noel Vivian
Ferriman, Arthur Leslie	Taylor, Ernest Oliver
Gepp, Ernest Cyril	Thompson, Maynard Falcon
Haigh, James Arthur	Tooth, Gerald Edward Guy
Hamilton, Alfred George	Tudor-Jones, Robert Glynne
Hanham, Stuart Aubrey	Underwood, John Middleton
Harwood, Gerald	Weiss, Arthur Albert
Hurrell, Hugh Swann	Whitcombe, Philip Sidney
Jackson, Herbert Edmund	White, James Randolph
James, Norman Courtenay	Wildy, Cyril William
Kearton, Arthur Stanley	Wilkinson, Mence
Ledward, Richard Boyd	Zabell, Horace
Lee, Henry Charles Cyril	

Number of candidates ... ... 75. Passed 53

The following candidates are certified by the Examiners to have passed with distinction, and will be entitled to compete at the Studentship Examination in June, 1912:—

David, Elfyn Williams	Pyke, Thomas Hugh
Gepp, Ernest Cyril	Snell, Noel Vivian
Pearce-Jones, Gerald Douglas	Tooth, Gerald Edward Guy

By order of the Council,
S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery Lane, 27th October, 1911.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Oct. 31.—Chairman, Mr. C. P. Blackwell.—The subject for debate was: "That the case of *Nash* v. *Layton* (1911, 2 Ch. 71) was wrongly decided." Mr. E. D. Shearn opened in the affirmative, Mr. W. S. Meeke seconded in the affirmative; Mr. L. J. Latey opened in the negative, Mr. E. H. Coe seconded in the negative. The following members continued the debate: Messrs. W. S. Jones, Davies, Meyer, Pleadwell, Dowding, and Wilmer. The motion was lost by six votes.

Facilities for Claimants as Heirs-at-law or Next-of-kin.

The following paper was contributed by Mr. G. E. MOSER (solicitor, Kendal) to the recent Nottingham meeting of the Law Society:—

It must be well within the experience of many of those whom I have the privilege of addressing that not infrequently members of the profession are called upon by would-be claimants to real or personal estate which is lacking an owner, to give them assistance in the prosecution of their claims. Occasionally it turns out that the persons making inquiries have heard vague rumours that members of their family are entitled to property or money, and they have in consequence at once set to work to get up a family pedigree occasioning considerable expense in searches and the like; but when the question is put to them point blank, "Where is the fund you are searching after?" the answer given is of a most vague description—probably that some person has remarked that at a more or less recent date an advertisement appeared in some local or other newspaper asking for the next-of-kin of a certain family to come in and prove their claims. Such persons have to be reminded that before they go to further trouble and expense in the completion of their pedigree it would be much wiser to begin at the

other end of the stick, and find where the fund is of which they are in quest. This interview is probably the first and the last that is heard of the matter. Had there existed a register which persons or their professional advisers could search with reference to property requiring an owner, in most instances information would be at once obtained without almost any trouble whatever. Let me now give an example of a similar grievance which arises owing to the want of a register, such as I have described, and which frequently leads to the employment of persons who, having managed to stumble upon an advertisement, extract as much as 33 per cent. of the fund for imparting the information to the beneficiaries, and obtaining for them the property. A business man (whom I will call "A") received a call from a gentleman (whom I will describe as "a professional pedigree-hunter"). He tells A that he and his brothers and sisters have become entitled to a certain sum of money—the amount of which he will not disclose—and that if A and his relatives will give him 33 per cent. for securing the fund he would disclose the secret as to where the fund was and would obtain it. This gentleman took the opportunity of pumping A generally and extracting from him all the information about his family, dates of their births, &c., for his further use, and then left A to communicate with his friends. In explaining who his relatives were A casually referred to two first cousins who were abroad, and, as it afterwards transpired, it was the estate of one of these two cousins which was being administered, yet the pedigree-hunter never let slip that this was the line from which the property came. A and his friends commenced an elaborate search to try and discover the fund—getting on to the line of all sorts of distant family relatives, searching lists of unclaimed funds in Chancery, and a number of advertisements, but in consequence of there not being any authorised register their case became almost hopeless, and they were on the point of deciding to employ the professional pedigree-hunter at 33 per cent., when, more by good luck than good management, at the last moment it occurred to the legal man advising the family to make inquiries as to the cousin who had died abroad, when it was discovered that a foreign Probate Court had caused an advertisement to be put in the London *Times* about a week prior to the time when the professional pedigree-hunter called upon A, and which advertisement gave the desired information. As the deceased was A's first cousin, the proof necessary to obtain the fund was very slight, and consequently if the professional pedigree-hunter had been employed his profits would have been very large in proportion to the work done. Had there been either a register in which persons having the distribution of estates could have registered the property or fund, inquiring for such owners as aforesaid, or if there had been a recognised place where advertisements for heirs-at-law and next-of-kin could have been seen, A and his friends would have been enabled to get the information they desired with little trouble and at a trifling cost. There must be numbers of people who fall victims into the net of the pedigree-hunter who might have been enabled to get at a small expense information of the funds they were searching for had there been in existence some proper and recognised mode of giving publicity to estates wanting an owner. I suggest the following remedy:—That a short Act should be passed whereby the Registrar-General of Births, Marriages and Deaths in England, Scotland and Ireland respectively should keep a register in which any executor, trustee or other person having property or funds at his disposal (where owners are not ascertained) should be entitled, on payment of a small fee, to register short particulars of the property or funds so requiring an owner. And that such register should be at all times open to inspection by any person on payment of the sum of 1s. or other small fee. And, further, that some specified newspaper (say the London *Times* for England, the *Scotsman* for Scotland, and the *Irish Times* for Ireland) should be declared to be the authorised medium in which executors, trustees or other persons having property or funds at their disposal, where owners are not ascertained, might advertise such estate immediately prior to such official registration as aforesaid. And, further, that, in order to minimise the number of searches, particular days, such as, say, the first Monday in each month, should be declared to be the day upon which such advertisements should be inserted. It will be seen from these suggestions that two points are aimed at, viz.: (1) The publication to the world by means of a recognised advertisement that certain funds await a claimant. (2) A simple form of registration in the metropolis where claimants could make search with a reasonable chance of obtaining the information required. These suggestions are of the simplest character, and their adoption would involve a minimum of officialism, whilst the adoption of the suggestion would at once put on to the proper line of search any person claiming property or funds.

I now pass on to my second point, namely:—The desirability of providing that all parochial registers prior to the passing of the "Registration of Births, Deaths, and Marriages (England) Act, 1836," should be removed from the churches and placed in proper custody in convenient centres, affording to the public cheap and easy means of inspection thereof. A reform of this nature has long been my earnest desire, and as I observe that the Legislative Authorities in the Isle of Man have, by virtue of their "Civil Registration (Marriages) Act, 1910," included a clause for carrying out in the Isle of Man a proper deposit of their early parochial registers in centres such as I have advocated, I have taken courage, with the result that I am (with the kind approval of your committee) enabled this day to enlist your sympathies in favour of an amendment of the existing law as to the custody of parish registers, by making provision for the safe deposit of ancient registers, somewhat on the lines so recently defined in the Isle of Man Act. I will now quote section 12 of that Act: "12. (1) The rector, vicar, curate, minister, or other person who has the charge or custody of any parochial or other register of baptisms, marriages, deaths, or burials—which register contains entries of a date earlier than the year 1849—shall deposit such register in the registry of deeds. (2) Any person may, during the usual office hours of such registry, inspect such register, or a certified copy thereof, and make extracts therefrom, or obtain office copies or certification thereof, on payment of the same fees as have heretofore been accustomed or provided for. (3) The registrar of deeds shall cause to be made a certified copy of each register so deposited with him, and send such copy to the person who would, but for this Act, have been entitled to have charge of such register, and such person may issue valid certificates, certifying extracts therefrom, in the same manner as if the said certified copy were the original register. (4) The registrar shall cause the necessary certified copies of such registers to be made for the use of persons desiring to inspect such registers, and no person shall be entitled, except by an order of the Clerk of the Rolls, to inspect the original registers so deposited." I shall now proceed to make some observations showing the necessity of the proposed alteration in the law. Addison has remarked that, looking back at the history of the majority of men who have lived, the evidence of their having ever existed is usually confined to two entries in a parish register—namely, that they were born, and that they died and were buried. If (as we probably admit) this remark is true, it stands to reason that, in tracing heirships to properties, the entries of the baptism and burial of a man (let alone the entries of his marriage and the births of his children) become of vast importance. On the other hand, if the parochial registers are almost the only evidence of a person's existence, how difficult becomes the task of disproving the existence of a person, should an interpolated entry, relating to a supposed or fictitious person who had at some time lived, have been made in a parish register. This is just the very nut which had to be cracked by some claimants to estates, for whom I was concerned, as I shall shortly refer to. To the minds of some, interpolations and alterations in parochial registers may appear to be a more difficult and a more unusual thing than it really is. Let me now bring before you, as a sample, the case to which I have just referred (and which is within my own actual experience) when negligence in the custody of parish registers led to grievous interpolations therein of such magnitude, that one way or another the whole value of numerous estates was frittered away in litigation and investigation. About fifty years ago lived a certain bachelor (we will hide his identity and call him "Benjamin Browne") who had no near heirs, and who owned considerable real estate. He had (perhaps foolishly) given out for some years before his death that he did not intend to make any will; and he died intestate. Some little time after Browne's decease a Commission of Escheat was issued to find out whether or not Browne had died without known heirs. At the inquiry all sorts of claimants appeared, each with his pedigree, and there being so many claimants it was agreed by all parties that the finding should be that Browne died without known heirs, and that the Crown should enter into possession of Browne's property, and that they should carefully consider and adjudicate upon the various claims to heirship. When the officials of the Crown at a subsequent date began to consider the claims submitted to them, they found the pedigrees were so contradictory that they could make nothing of them. Certain clients whom I represented, and who had an excellent case through deeds and wills, apart from parochial registers, then traversed the escheat, and the case was heard at Westminster. After the case had been opened, and the evidence for the claimant disclosed, there was—during the interval for lunch—handed to the Attorney-General who represented the Crown, by an adverse claimant, a certificate of baptism of a very extraordinary nature. It related to a baptism of twins in March, 1685. These twins were described in the certificate as *bastards*, and they were the two co-parceners from whom my two sets of clients had respectively sprung, both apparently evidentially bastardised by the same entry. This entry contradicted the wills of the parents, who had indirectly referred to their two daughters as though they were legitimate. Both the claimants' advisers and the Crown were so taken aback by the information contained in the parish entry to which their attention was called—of which entry they neither of them had any previous knowledge—that it was decided that the facts should be referred to be found by an arbitrator in a special case. It will be easily foreshadowed that the suggestion that the two families were to be bastardised and disinherited by an entry in a parish register, naturally led to an inquiry, with the result that:—Upon a careful examination of the register at K—— it was found and adduced in evidence before the arbitrator, that the entry in question was written, or nearly so, upon an erasure; that the entry was smeared with grease both on the front and back, and that the entries for several lines above and below were touched up with a different coloured ink from that of the other entries in the book. It was usual in those days for the vicars of parishes to send transcripts of the entries of births, marriages, and deaths to the archidiaconal registry; and upon an examination of the transcript of this particular parish register deposited at L—— the whole, or by far the greater portion, of the entry referred to was found to be written on an erasure, and that the entries above and below were touched up with a different coloured ink from that of the other entries in the transcript (in a similar manner to those in the parish register referred to), and that the back of the parchment was scraped, both above and below the entry, so as by reducing that portion

of the page to an uniform thickness, to render it difficult for any person looking at the front of the skin readily to detect the line of erasure; and the remains of old writing could be seen in juxtaposition with the erasure, which appeared to have formed part of a previous obliterated entry. This discovery gradually opened up other suspicious entries. The pedigree was assaulted at various points, and claims seemed to arise at every joint of the pedigree. The case, instead of narrowing, expanded, and became more and more complicated, and in the end lasted twenty-three days. During its course spurious entries in various registers, and forged marriage bonds, were discovered, and a whole family which in fact never existed appeared on the register. In one instance an entry had been written with a fine paint-brush and a strand of camel's hair was, by the aid of a microscope, found in the pigment of the ink. It will hardly be credited, but one day in the course of the investigation I received a telegram from an expert stating that he had just discovered that the pages for two whole years had been cut out of the parish register at P——, one of our important English towns, and that the cut was quite fresh. All the well-known experts were called in to give evidence in the case, and the expense to all parties was immense. The arbitrator appointed to find the facts was unequal to, or had not the moral courage for, the task of finding that the entries were forgeries, and a month or two afterwards cut his throat in a madhouse. It is worthy of note that at a subsequent date, and at a more lengthy trial by petition of right, the way in which the parish registers had been tampered with, and forged marriage bonds inserted surreptitiously amongst the confused mass of unindexed documents in registries, was fully proved before the court—*but* at what a sacrifice of money and energy! It is estimated that, one way or another, the entire value of the estates in question was spent in investigating the forgeries. One of our well-known experts published a book setting out the various forgeries, and I hold in my hand an account of the case at the time of the first hearing, with a schedule of doubtful entries which one of my counsel and myself compiled; and I am prepared, if called upon, to justify every assertion I have made. It will be easily seen that in a matter so complicated I have curtailed to the most scanty dimensions the information which I have given; but, if I have not had time to give a feast, I hope I have succeeded in giving a preliminary whet to the appetite.

Now let us for one moment turn our attention to the various claims that are made in our courts to intestate estates. A link is wanted in a pedigree. How easy to interpolate an entry in a parish register, and then to ask for a certificate of it from the clergyman. How easy—amongst a mass of unindexed ancient marriage bonds in a registry—to insert a forged one. If, in the case I have quoted, forgeries were committed to such a great extent and no notice was taken of them, notwithstanding two printed pamphlets or publications relating to them by different authors, have we far to travel to come to the conclusion that there may be other frauds of a like nature taking place from time to time, especially for use in cases of *ex parte* applications before chief clerks and others, when the genuineness of an entry referred to in a parochial certificate is never questioned for a moment? Only let some of my hearers have a taste of the experience I have passed through, and it will open their eyes not only to the importance of parish registers as evidence, but as to the easy mode in which entries may be interpolated therein; and to the fact that certificates of births, marriages and deaths are too readily accepted without the very slightest investigation as to the genuineness or otherwise of the entries they record. Brethren of the profession, if you had passed through and seen all the misery that I have experienced arising out of the imperfect custody of parochial registers, your pulse would beat in response to mine, and you would say with our Manx friends: It is high time that these valuable documents should be placed in proper legal custody and congregated. I feel that I have not done half the justice to this subject, but I dare not take up any more time.

The last point I will deal with in a few words. The fees payable for searches in parish registers, if insisted upon to the full, are 6d. per year. Supposing A. wishes to search for the baptism of B. and he cannot quite locate the church where the event took place, or the time. Suppose A. rises betimes some day and journeys six miles to the church at P——. He searches for twenty years in the register of baptisms, there being an average of two entries per year. His search occupies him about a minute and a half, and he pays a fee of 10s.—i.e., 6d. a year. Not having found the entry he wants, he then walks another six miles to the church at M—— and searches there, where the number of baptisms average about the same per year. He searches twenty years, finds nothing, and has to pay another 10s. After having visited in a similar manner four more country churches, walked about thirty miles, paid sums for fees amounting to £3, and found nothing, he sorrowfully retraces his steps home to tea in a condition "weary and worn and sad," £3 the poorer, and none the wiser than when he started. At a large town church where there are hundreds of baptisms per year, a person might for 6d. search the register for one year and be occupied as long in the actual search as was the man who had to pay £3. The moral of all this is that fees for searches should be regulated by the time occupied in the search; for to put a fee for a search where there are only two entries in a year by the side of a search where there are 2,000 entries in a year and make the fee the same is absurd on the face of it. Moreover, many searches are for personal or antiquarian and archæological purposes, and some are made by poor people, where the matter will not stand heavy fees. This point might be very appropriately enlarged upon. To conclude, I have in this paper endeavoured to bring before you suggestions that increased facilities should be given to heirs-at-law or next-of-kin to enable them to discover funds in the hands of trustees and others; and I have also referred to the desirability for a deposit of parish registers prior to 1837 in proper centres, and for the regulation of search fees.

Legal News.

Appointments.

Mr. HAROLD JEVONS, Solicitor, Town Clerk of Wigan, has been appointed Clerk of the Peace for the county of Durham and Clerk to the Durham County Council.

Mr. HENRY ROBERT FANNER, Solicitor, Deputy Town Clerk at Stoke-on-Trent, has been appointed Justices' Clerk of the Southend County and Borough Justices in place of Mr. Alfred J. Arthy, resigned.

Changes in Partnerships, &c.

Dissolution.

ARTHUR JOHN SKIPPER and ERNEST HENRY TUCKER, solicitors (Skipper & Tucker), 8, Warwick-court, Gray's-inn, London. Sept. 29. [*Gazette*, Oct. 27.

General.

The sittings of the Judicial Committee of the Privy Council were resumed on Tuesday. There are, says the *Times*, fifteen Indian, seven Colonial, and six Canadian appeals in the list to be heard between now and Christmas. Seven judgments in appeals heard before the Long Vacation are set down for delivery.

Judge Granger, K.C., the new judge for Southwark, Greenwich, and Woolwich, in succession to the late Judge Willis, took his seat at Woolwich County Court yesterday for the first time, says the *Times*. In a number of judgment summonses he refused to make an order for commitment, because comparatively large sums had been allowed to become due. He said that, no matter whose fault it was, he never made an order for commitment where more than one or two instalments had become due.

Already a King's Counsel of the Irish Bar, Mr. J. H. M. Campbell, who was Attorney-General for Ireland under Mr. Balfour's Administration, has been admitted to the same rank at the English Bar. Immediately after his admission, says the *Evening Standard*, he appeared in a case in his new capacity, before Mr. Justice Grantham, who remarked, "I am glad to see you amongst us. I am surprised at your leaving that prosperous country—Ireland." The last Irish K.C. to be admitted to the "Inner" Bar of England was Mr. T. M. Healy.

The lectures of the City of London Solicitors' Company for the autumn and winter sessions will be given, by permission of the Pewterers' Company, at the Pewterers' Hall, Lime-street, E.C., by the following lecturers, who are generously giving their services:—November 6, Mr. F. Shewell Cooper on "The Winding Up of Companies"; December 4, Mr. F. D. Mackinnon on "The Law of Everyday Life"; January 8, Mr. C. Robertson Dunlop on "Banking Law"; February 5, Mr. Norman Craig, K.C., M.P., on "The Law of Libel"; and March 4, Mr. T. B. Napier, LL.D., on "Increment Value Duty and Reversion Duty as Affecting the City."

An applicant under the Workmen's Compensation Act, at the Westminster County Court, says the *Times*, alleged that a splinter entered her hand while she was working for the respondent. In cross-examination she said that a legal-aid society, to which she paid 6d. a year, took up the case. Dismissing the application, Judge Woodfall said that it was a shocking case in which the applicant had been brought into court and incurred an expense of about £7 over a matter of 36s. In the next case a woman claimed damages for personal injuries against the owner of a motor-car, and it came to light that a legal-aid society had prompted the action. His Honour: I wonder some one does not make it his business to bring these cases before the Law Society.

In sentencing a prisoner at Gloucester for perjury in affiliation proceedings, Mr. Justice Pickford, says the *Times*, remarked that perjury was a very serious offence, and he was afraid that there was a very great deal of it—more, perhaps, than people not often in court were aware of. It was very common in cases in which applications were made for affiliation orders. Many men did not appear to think that there was anything particularly wrong in going into the witness-box and denying the paternity of children of which they were fathers. It was far too common. Taking the prisoner's youth and good character into consideration he would have been glad to pass over the offence without punishment; but he could not do that in view of the gravity of the offence.

In the House of Commons, on Tuesday, Mr. Rowlands asked the Prime Minister whether it was the intention of the Government to introduce a Bill to amend the Criminal Appeal Act, 1907. Mr. Asquith said that although it is quite impossible to add to the Government Bills at this stage of the Session, the Lord Chancellor has the matter under consideration.

Judge Rentoul, in the City of London Court recently, says the *Times*, referred to the practice of solicitors' clerks attending for the plaintiffs on the hearing of judgment summonses. His Honour said he would not have men behaving contrary to the Act of Parliament governing such matters. Either the solicitor must represent his client or the client must attend personally. He would not have judgment summonses conducted by a solicitor's clerk as if he were a solicitor. During last year many orders of committal were made, but only four men went to prison, which he thought was a strong testimony to the care which was exercised by his colleague and himself in making such orders.

Mr. Robert Wallace, K.C., Chairman of the London Sessions, presiding on the 27th ult. at a meeting of the County Justices, stated, says the *Times*, regarding the negotiations for a site for the new court-house, that these had been proceeding for a lengthened period between the County Council and the Corporation of the City. He had now seen the Permanent Under-Secretary of State, and told him that as far as the Justices were concerned they could not consent to the protracted delay, and that in the event of the negotiations not coming to a satisfactory conclusion within a very limited time they would have to act upon their power. He hoped the result of that intimation would be that the negotiations would come to an end, whether favourably or otherwise, and then they could take steps accordingly.

In his charge to the Grand Jury at the Lincoln Assizes, Mr. Justice Ridley severely criticised the conduct of the local municipal authorities on the occasion of the rioting during the railway strike last August. In view of this criticism the mayor (Mr. C. H. Newsom) issued an intimation to the corporation and magistrates that he did not intend to accompany the judge to the cathedral for Divine service on the 29th ult. Neither the mayor nor the sheriff attended, and only one alderman, two councillors, two magistrates, and the sheriff-elect were present. The city chief constable and the customary *posse* of city police were also absent. His lordship was accompanied by the county high sheriff, county police, and officials. Mr. Justice Ridley's remarks were considered at a meeting of magistrates and the Watch Committee.

A debenture, says a writer in the *Law Quarterly Review*, is a kittle "instrument" still in process of evolution, and it is not to be wondered at that the particular form in *Re Tewkesbury Gas Co., Tysoe* v. *the Co.* (1911, 2 Ch. 279, 80 L. J. Ch. 590) gave the court some trouble. The debenture in question was issued in pursuance of a prospectus, and the first point was whether the prospectus could be admitted in evidence to throw light on the construction of the debenture. As to this the court said "No," following the decision in *Re Chicago and North West Granaries Co.* (1898, 1 Ch. 263). The contract must be gathered from the terms of the debenture alone. By these terms the company covenanted with the debenture-holder to pay him "on or after" the 1st day of January the sum of £100. Then followed the words: "The debentures to be paid off will be determined by ballot, and six calendar months' notice will be given by the company of the debentures drawn for payment." But there was nothing to oblige the company to hold such drawings, and if the company chose, as Parker, J., said, to postpone the drawings "till doomsday" the company could. The provision for payment "on or after" was therefore, in his view, repugnant and void on the authority of Sheppard's Touchstone, p. 273, and any debenture-holder was entitled to have his money back on six months' notice. The effect of such a construction is, of course, to upset the company's whole scheme of borrowing. What the company clearly had in view in using the words "or after" in the covenant for payment was that the debentures should be redeemed—in pursuance of the provision following that covenant for payment—by periodical drawings, and to this qualification of their right to payment the debenture-holders must be taken to have assented. Parker, J.'s, objection goes to all perpetual debentures; for in a perpetual debenture there never is an absolute right on the part of the debenture-holders to payment of their money. Payment is made dependent on the happening of certain events, all of them contingent—such as non-payment of interest, winding up, execution levied. Whatever doubts may have existed as to the validity of such a security it has now been expressly sanctioned by section 103 of the Companies (Consolidation) Act, 1908. If the debenture-holder wants his money he can always transfer his debenture. He is in no worse position in this respect than a holder of Consols.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday Nov. 6	Mr Beal	Mr Borrer	Mr Goldschmidt	Mr Leach
Tuesday 7	Greswell	Beal	Synge	Borrer
Wednesday..... 8	Goldschmidt	Greswell	Church	Beal
Thursday..... 9	Synge	Goldschmidt	Theed	Greswell
Friday 10	Church	Synge	Bloxam	Goldschmidt
Saturday 11	Theed	Church	Farmer	Synge

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday Nov. 6	Mr Theed	Mr Greswell	Mr Church	Mr Farmer
Tuesday 7	Bloxam	Goldschmidt	Theed	Leach
Wednesday..... 8	Farmer	Synge	Bloxam	Borrer
Thursday..... 9	Leach	Church	Farmer	Beal
Friday 10	Borrer	Theed	Leach	Greswell
Saturday 11	Beal	Bloxam	Borrer	Goldschmidt

Winding-up Notices.

London Gazette.—FRIDAY, Oct. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARTHUR AMEY, LTD.—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts or claims, to Frederick William Allen, 7 and 8, Railway approach, London Bridge. Herbert Oppenheimer, solor for the liquidator.

CRAVEN (RODLEY), LTD.—Creditors are required, on or before Nov 10, to send their names and addresses, and the particulars of their debts or claims, to Joseph Thomas David son, West Bar Chambers, 38, Boar ln, Leeds, liquidator.

CRESCENT FOUNDRY CO, LTD.—Petn for winding up, presented Oct 20, directed to be heard Nov 7. Arthur Cotterell, Park st, Walsall, solor for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 6.

EDWARD RHODES & CO, LTD—Creditors are required, on or before Nov 10, to send their names and addresses, and the particulars of their debts or claims, to Robert Hilditch 1, East parade, Leeds. Wade & Kitson, Leeds, solors for the liquidator.

GOODSON & LEIGH, LTD—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to William Albert Jeffs, 44, Kirby st, Hatton gdn, liquidator.

HEWERS CAR BODIES, LTD—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to George Graham Poppleton, 26, Corporation st, Birmingham, liquidator.

J. & F. H. WALLIS, LTD—Petn for winding-up, presented Oct 25, directed to be heard Nov 7. Lindo & Co, 2 and 3, West st, Finsbury circus, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 6.

JOHN METCALFE & SON, LTD—Creditors are required, on or before Nov 14, to send their names and addresses, and particulars of their debts or claims, to William Barclay Peat, Royal Exchange, Middlesbrough. Edmunson & Gowland, Ripon, solors for the liquidators.

KASHIAMARA OIL SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts or claims, to Leslie Whittem Hawkins, Basildon House, Moorgate st. Loughborough & Co, Austin friars, solors for the liquidator.

PARKANCHY WOLFRAM, LTD.—Petn for winding up, presented Oct 24, directed to be heard, at Truro, Nov 10 Paige & Grylls, Redruth, solors to the petnrs Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 9.

ROCK HILL TIN MINES, LTD—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to John Gordon, 7, Bond pl, Leeds, liquidator.

S. BAILEY & CO.—Petn for winding-up, presented Oct 25, directed to be heard Nov 7 Jaques & Co, 8, Ely pl, agents for Richardson & Parker, Scarborough, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 6.

ST. NEOT MINING SYNDICATE, LTD—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen Street pl Francis & Johnson, solors for the liquidator.

SYLHET OIL SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Leslie Whittem Hawkins, Basildon House, Moorgate st Loughborough & Co, Austin friars, solors for the liquidator.

UNLIMITED IN CHANCERY.

BOROUGH PERMANENT MONEY SOCIETY—Petn for winding-up, presented Sept 23, directed to be heard at the Law Courts, Lombard st, West, West Bromwich, Nov 10 at 11 Sharpe & Darby, 317, High st, West Bromwich, solors to the petnr Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 9.

London Gazette.—TUESDAY, Oct 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BON, LTD—Creditors are required, on or before Nov 28, to send their names and addresses, and the particulars of their debts or claims, to Thomas Galland Mellors, 23, St. Swithin's ln, liquidator.

CWM OROG, MINES LTD—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to Newman M. Ogle, Worcester House, Walbrook, liquidator.

GENERAL INCANDESCENT CO, LTD—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims to John James Reid, 150, Leadenhall st. Marston & Robinson, 30, Essex st, Strand, solors to the liquidator.

FOULTON & DAVIS LTD—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to G. W. Edgelow 25, Bedford row, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 20.

FREETOWN SYNDICATE, LTD.
BLAEN CWM COLLIERY CO, LTD.
SMITH, CROTCH & CO, LTD.
CROYDON DAILY ARGUS, LTD.
RICHARD KEENE, LTD.
BISHOFF NIGERIA TIN, LTD.
I. HIRSCHBERG & CO, LTD.
WILLIAM CONWAY & SONS, LTD.
ENTERTAINMENTS SUPPLIES, LTD.
SMELTING SYNDICATE, LTD.
BRITISH MEXICAN EXPLORATION SYNDICATE, LTD.
HEALY & RICHARDS, LTD.
SYLHET OIL SYNDICATE, LTD.
WORCESTER AND DISTRICT BUTCHERS' HIDE, SKIN, WOOL AND FAT MARKET, LTD.
NEW OPTIONS EXPLORATION, LTD.
KASHIAMARA OIL SYNDICATE, LTD.
GRAND INSURANCE CO, LTD.

London Gazette.—TUESDAY, Oct 24.

ROBERT H. DAVIES, LTD.
SHOTTIN & CO, LTD.
FRED S. BRIM, LTD.
BECK FLAME LAMP, LTD.
RAMFORD & MITCHELL, LTD.
DUDLEY COLLIERY CO, LTD.
MERLIN CARBYING AND SALVAGE CO, LTD.
MAMIA RIVER RUBBER ESTATES, LTD.
PRIETAS WATER CO, LTD.
F. G. PATERSON & CO, LTD.
COLWYN BAY CLUB CO LTD.
ANGLO-GREEK MACHINERY CO, LTD.
"CORUXIN," LTD.
CHISWICK RUBBER AND MOTOR TYRE CO, LTD.
CALEDONIAN CLUB, LTD.
SIMPLON MANUFACTURING CO, LTD.
QUORNDON VILLAGE HALL CO, LTD.
JOHN WOOD & CO, LTD.
FIBRANDER, LTD.
WINCHESTER ELECTRIC LIGHT AND POWER CO, LTD.
COMMERCIAL RUBBER AND GENERAL TRUST, LTD.

London Gazette.—FRIDAY, Oct. 27.

BURMAH TIN & PRODUCE SYNDICATE, LTD.
POWER ACCESSORIES, LTD.
NEWTON & BRAMLEY, LTD.
HORNSEY PALACE, LTD.
CRIBB & BENTLEY, LTD.
WILLESDEN & ACTON BRICK CO, LTD.
PEGLEY BROS, LTD.
GOODSON & LEIGH, LTD.
LONDON GENERAL ADVERTISING CO, LTD.
AUTOMATIC FILTERS, LTD.
ECONOMIC ELECTRIC CO, LTD.

London Gazette.—TUESDAY, Oct. 31.

GLENISTER & INGRAM, LTD.
G. & H. HUBS, LTD.
RAMSGATE FISHING VESSEL MUTUAL SOCIETY.
LONDON LITERARY SYNDICATE, LTD.
J. & T. H. WALLIS, LTD.
NATIONAL RUBBER CO, LTD.
NORTH KENT CORN STORES, LTD.
E.N.V. MOTOR SYNDICATE, LTD.
CINEMA PALACES, LTD.
CWM OROG MINES, LTD.
POULTON & DAVIS, LTD.
CRESCENT FOUNDRY CO, LTD.
ICACOS SYNDICATE, LTD.

The Property Mart.

Forthcoming Auction Sales.

Nov. 6.—Messrs. WHITELEY, LTD., at the Mart, at 2: Residences, &c. (see advertisement, back page, this week).

Nov. 14 and 28.—Messrs. VENTOM, BULL & COOPER, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Oct. 21 and this week).

Nov. 21.—Messrs. DEBENHAM, TEWSON, RICHARDSON & CO, at the Mart, at 2: Freehold Properties and Building Sites, &c. (see advertisement, page xv, Oct. 28).

Nov. 22.—Messrs. ELLIS & SON, at the Mart, at 2: Freehold Premises (see advertisement, back page, this week).

Nov. 23.—Messrs. SMALLPIECE, ALLEN & CO., at the Mart, at 2: Leasehold Investment (see advertisement, page 24, Oct. 28).

Nov. 28.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale, No. 942, of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £5,000:—

ABSOLUTE REVERSIONS—		
To £700	Sold	£350
To £2,571	"	£700
To £760	"	£420
To £760	"	£420
POLICIES OF ASSURANCE—		
For £1,000	"	£1,165
For £500	"	£675
Fully-paid POLICY OF ASSURANCE for £1,050	"	£1,360

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 24.

BEBBINGTON, JOHN, Walgherton, nr Nantwich, Chester, Innkeeper Nov 25 Brown v Coupe, Joyce and Eve, JJ Edleston, Crewe
CAHILL, ALEXANDER, Stockwell Park rd, Financial Agent Nov 22 Colyer v Hobbs, Swinfen Eady and Neville, JJ Appleton, Portugal House, Portugal st, Lincoln's inn fields
GRAHAM, GEORGE, Halifax, York Dec 30 Graham v Graham, Swinfen Eady and Neville, JJ Hasseldine, Queen st, Cheapside
HOADLEY, DANIEL, Tunbridge Wells, Job Master Nov 24 Hoadley v Fulleylove, Parker, J Curtis, Bedford row

London Gazette.—FRIDAY, Oct. 27.

JAMES, ALICE CATHERINE, Bedwellty, Mon Nov 30 James v Jones and Others Warrington, J Cook, Serjeants' inn, Fleet st
PALMER, CHARLES, Tottenham Court rd Dec 1 Marsh and Another v Dr Barnardo's Homes National Incorporated Association, Swinfen Eady, J Greener, Bedford row
TEBBITT, ALFRED, Trowbridge, Wilts Dec 20 Partridge v Toy, Neville, J Toy Chipping Norton, Oxford

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct 27.

ARGLES, MARY LUCY, Peterborough Nov 30 Percival & Son, Peterborough
BALE, Sir HENRY, KCMG, Pietermaritzburg, Natal, South Africa Nov 30 Williams & Co, New Broad st
BARKER, CHARLOTTE, Shardlow, Derby Dec 14 Spencer, Nottingham
BECK, WILLIAM ROBERT, Beaumaris, Anglesey, Surgeon Nov 25 Jones, Beaumaris
BETTS, CATHERINE ANN, Norwich Nov 25 Francis & Back, Norwich
BOTTOMLEY, ANN GRACE, Rastrick, York Dec 1 Barber & Jessop, Brighouse
BRIDEN, GEORGE, Hertford Nov 24 Hawks, Hertford
BURRIDGE, HENRY, Holland Park av Dec 1 Greenwell & Co, Berners st
COBB, HENRY DAVISON, Wigmore st Dec 10 Chapman & Co, Dover st
COLLIER, AGNES MARY LAWRENSON AYNSWORTH PAYNE, Yelverton, Devon Nov 29 Fowler & Co, Bedford row
CROSS, GEORGE, Swainsforth, Norfolk Dec 2 Culley, Norwich
DIXON, RICHARD EDWIN, Benninghol me, Yorks Nov 27 Mills, Hull
DYKE, FREDERICK, Laddington, Warwick, Farmer Nov 11 Phillips, Stratford on Avon
ELLIOTT, JOHN, Thorton Dale, York, Farmer Dec 1 Whitehead & Son, Pickering
FISK, SOPHIA, Mendlesham, Suffolk Dec 1 Turner & Co, Ipswich
FRY, RICHENDA ELIZABETH, Loughton, Essex Dec 1 Henderson & Co, Philpot ln
GREENWOOD, JOHN, Mansfield, Nottingham, Builder Dec 9 Beaumont & Goodhall, Nottingham
GUNN, MARY TICE, Bath Dec 9 Tucker, Bath
GUTHRIE, WALTER MURRAY, Adelphi ter, Strand Nov 30 Armitage & Co, Bishopsgate
HAIG, CHRISTINE MARIANNE, Denbigh rd, Kensington Nov 28 King & Co, Queen Victoria st
HARWOOD, WILLIAM, Bolton, Rent Collector Dec 1 Hodgkinson, Bolton
HINDLE, JOHN EDWARD, Leeds, Estate Agent Nov 25 Dacre, Otley, Yorks
HODSON, ARTHUR, Macclesfield, Coach Proprietor Dec 9 Oldfield, Macclesfield
HUDSON, ELLEN, Weston super Mare Dec 1 Lloyd & Son, Leominster
HUTCHINSON, MARY ANNE, Huntingdon Nov 11 Naulo & Sons, Huntingdon
JOHN, SOPHIA, Devonshire rd, Forest Hill Dec 1 Biddle & Co, Aldermanbury
KNOWLING, WILLIAM, Ashburton, Devon Nov 11 Tucker & Son, Ashburton, Devon
LONG, JAMES, Bradford on Avon, Wilts Nov 25 Beaven & Compton, Bradford on Avon
MANN, GEORGE, Carlisle Nov 25 Heap & Heap, Bradford
MARDORF, MARTHA MARY, Leytonstone rd, Stratford Nov 30 Stimson, London Wall
MARTIN-HOLLOWAY, Dame SARAH ANN, Sunninghill, Berks Dec 1 Greenwell & Co Berners st
MEADEN, EMILY, Southampton Dec 1 Sharp, Southampton
MOYES, RICHARD, Bethune rd, Stamford Hill Nov 24 Berry, Cheapside
MULES, ANNIE, Knipton, Leicester Dec 11 Thompson & Sons, Grantham
NEWTON, JOSEPH, Stockabridge, Sheffield, Farmer Jan 1 Dransfield & Hodgkinson, Penistone
ORROCK, GEORGE DALL, Birmingham, Dental Surgeon Dec 31 Springthorpe & Holcroft Birmingham
PARRY, ANNE, Montpelier rd, Ealing Nov 28 Brown, Ealing
PEDGRIFT, CORNELIUS SHROFIELD, Halesworth, Suffolk Nov 21 Cross & Co, Halesworth
PIKE, JAMES, Manningham, Bradford Dec 1 Wells & Sons, Paternoster row
POOLFS, JANE, Elspeth rd, Clapham Common Dec 6 Lees & Co, Bridge st, Westminster
PULESTON, WILLIAM, Clive, Salop, Farmer Nov 10 Lucas & Co
RICHARDSON, WILLIAM, Doddington, Cambridge, Farmer Dec 13 Ruston & Son Chatteris, Cambridge
ROBINSON, JESSIE SOPHIA, Harrogate Nov 23 Master & Co, Stone bldgs
ROBINSON, THOMAS, Old Colwyn, Carnarvon Nov 24 Nunn & Co, Colwyn Bay
RODRIGUEZ, RAFAEL MARTINEZ, Almeria, Spain, Fruit Exporter Nov 30 Murray & Co Birchin ln
RUSBRIDGER, MARIA ANN, Westhampnett, Sussex Nov 23 Arnold & Co, Chichester
SENTER, RICHARD, King's Lynn, Norfolk Nov 14 Sadler & Woodwark, King's Lynn
SIMONS, ELLEN JOANNA, Oxford Nov 30 Truman, Bicester
STEWART, MARY, Ebury st, Eaton sq Nov 20 Harrison & Burton, Liverpool
TAPSELL, SARAH ELIZABETH, Gillingham, Kent Nov 25 Pasby, Rochester
TAYLOR, GEORGE LITTLETON, Coventry, Stone Mason Nov 27 Maddocks & Co, Coventry
THOMAS, FRANCIS, Wolverhampton Nov 30 Hill & Son, Wolverhampton
TIMOTHY, ARTHUR JAMES, Bolingbroke gr, Wandsworth Common Nov 23 Greenwell & Co, Berners st
TOOKEY, EDWIN RICHARD, Birmingham Dec 1 Price & Atkins, Birmingham
TRENCH, HENRY WALTER, Bayshill, Cheltenham Nov 30 Rickerby & Co, Cheltenham
TRUPLOW, TINGAY, Chatteris, Cambridge Dec 13 Ruston & Son, Chatteris
TWIGG, WILLIAM BENTLEY, Knowle, Warwick Dec 1 Tomlinson & Wardle, Burton on Trent
VIGOUREUX, MUSAH ROSE, Sudbourne rd, Brixton Dec 1 Kendall & Co, Carey st, Lincoln's inn
WHITEMAN, ELIZABETH HORSLEY, Lamberhurst, Kent Nov 26 Wigan & Co, Norfolk House, Victoria Embankment
WIRE, WILFRED TRAVERS, Kenilworth ct, Putney Dec 30 Bell & Co, Queen Victoria st

London Gazette.—TUESDAY, Oct. 31.

ASHWORTH, MARY, Blackpool Nov 8 Butcher, Blackpool
BAKER, OLIVE, Euston gr, West St Pancras Dec 1 Kelham, Stamford, Lincs
BELWOOD, MARY ANN, Scarborough, Innkeeper Dec 14 Turnbull & Sons, Scarborough
BIRD, SARAH ANNE ELIZABETH, Wroxham Nov 30 Blyth, Norwich
BIRKETT, MARY ANN, Heaton, Newcastle upon Tyne Dec 4 Molineux & Sinton, Newcastle-upon-Tyne
BOWIE, ROBERT THURBURN, Redcliffe st, Redcliffe gdns Dec 12 Singleton, Essex st, Strand
CARLISLE, SAMUEL, Walthamstow, Essex Nov 30 Drury & Co, Lea Bridge rd Leyton
CHRISTMAS, JOHN, Farleigh rd, Stoke Newington Nov 30 Dunkerton & Son, Bedford row
COOPER, HENRY, Old Lakenham, Norfolk Nov 10 Prior & Sons, Norwich
CREDLAND, EMMA, Liverpool Nov 30 Collins & Co, Liverpool
ELLIOTT, CHARLES FREDERIC, Godstone, Surrey Nov 30 Peattie, Bedford row
ELLIS, FREDERIC CHARLES, Eastbourne Nov 26 Finch & Jennings, Gray's Inn sq
FERRIS, ELLEN, Weston super Mare Nov 30 Dickinson & Sons, Weston super Mare
FLETCHER, LOUISA RACHEL, Hove, Sussex Nov 30 Schultz & Son, South sq, Gray's inn
FODEN, EDWIN, Elworth, nr Sandbach, Chester, Mechanical Engineer Dec 7 F J & C Poole, Sandbach
GILL, SARAH JANE, Southport Dec 8 Sale & Co, Manchester
GRAY, HARRIET, Denvilles, Havant Nov 20 Longcroft, Havant
GUEST, SARAH ANN, Scarborough Nov 29 Claye & Son, Manchester
HAMPSHIRE, JANE, Holmfirth, Yorks Nov 27 Sykes, Huddersfield
HATTON, PIERS JAMES, Cavendish pl, Cavendish sq Dec 1 Hockin & Co, Manchester
HAYNES, JOHN, Silkstone, nr Barnsley, Yorks Jan 1 Bransfield & Hodgkinson, Penistone, nr Sheffield
HELLINGS, FANNY REEKS, Cheltenham Nov 29 Cottam, Cheltenham
HICKS, ROBERT, Blandford, Dorset Dec 9 Brennand & Wilson, Blandford, Dorset
HOLLINSHED FLORENCE KATE, Ramsgate Nov 27 Hepworth & Co, South pl, Finsbury
JOHNSON, GEORGE, Bradford, General Dealer Nov 30 Dunn, Bradford
JUDSON, WILLIAM, Brad ord Nov 20 Walker, Bradford
KAVANAGH, MARY, Cardiff Nov 14 Hughes, Barry
KEMBER, WALTER, Prio y rd, Kew Green Dec 4 Hartcup & Davis, Cromwell House, Surrey st, Strand
LUND, JOHN, Blackburn Nov 21 Cliff, Blackburn
MACKELLAR, JAMES, Pietermaritzburg, Natal Dec 1 Blyth & Co, Gresham House, Old Broad st
NICHOLLS, GEORGE, St Albans, Herts, Railway Clerk Nov 30 Nicholls, Stanley rd, New Southgate
PARKER, JOHN CHAWNER, Alrewas, Staffs Nov 15 Chinn & Son, Lichfield
PEGLER, MARY ANN, Cantley av, Clapham Common Nov 30 Martin & Co, Philpot la
PHILPOT, JOHN EDWARD, Newcastle upon Tyne Nov 30 Ward, Newcastle upon Tyne
POTTS, JEANNETTA, Caerswa, Montgomery Dec 1 Vint & Co, Bradford
PRICE, ELIZABETH, Sketty, Glam Nov 15 Geo & Edwards, Swansea
RELPH, SARAH, Stechford, Worcester Nov 30 Cottrell & Son, Birmingham
SCHLOSS, SOLOMON, Leinster sq Dec 1 Sydney, Finsbury pvmt
SQUIRES, JOHN, Birmingham Dec 8 Frost, Birmingham
STOKELD, GEORGE, Seaham Harbour, Durham Dec 5 Wright & Co, Seaham Harbour
TAYLOR, FRANK EDWARD, Brighton Nov 14 Griffith & Co, Brighton
TILBURY, WILLIAM PERCY, Rotherhithe New rd Nov 20 Barton & Pearman, Norfolk st, Strand
TURNER, SARAH ANN, Norton in the Moors, Stafford Nov 25 Hollinshead, Tunstall
WHALEY, ROBERT NEWTON, Lincoln, Auctioneer Nov 30 Andrew & Thompson, Lincoln
WILLIS, Miss REBECCA, Watford, Herts Dec 1 Burch & Co, Spring gdns
WOODMAN, OLIVIA, Great Stanmore, Middlx Nov 30 Sedgwick & Co, Watford

Bankruptcy Notices.

London Gazette.—TUESDAY, Oct. 24.

ADJUDICATIONS.

ADAMS, THOMAS WILLIAM, New Tredegar, Mon, Collier Tredegar Pet Oct 20 Ord Oct 20
ADLER, ISAAC, Duke st, Aldgate, Woollen Warehouseman High Court Pet Oct 6 Ord Oct 20
ALLKINS, THOMAS HOULTON, Tamworth, Chemist Birmingham Pet Oct 6 Ord Oct 21
ALSOP, URIAH HENRY, Knowle, Bristol, House Furnisher Bristol Pet Sept 22 Ord Oct 20
BARBER, HERBERT JOHN, and MARK WORLEY BARBER, Wellingborough, Painters Northampton Pet Oct 19 Ord Oct 19
BENT, ISAAC LEVETT, Nelson, Lancs, Outfitter Burnley Pet Oct 19 Ord Oct 19
BOAG, WALTER RAINSFORD, Pool, Illogan, Cornwall Truro Pet Oct 21 Ord Oct 21
CHAPPELL, HENRY, New Sneinton, Nottingham Peterborough Pet Oct 20 Ord Oct 20
CRAMER, JAMES CHARLES, Manchester, Quantity Surveyor Manchester Pet Sept 27 Ord Oct 20
CRAWFORD, JAMES, Kingswinford, Stafford, Boot Dealer Dudley Pet Oct 5 Ord Oct 19
DAVIES, BRYCHAN, Aberbargoed, Mon, Collier Tredegar Pet Oct 20 Ord Oct 20
EDWARDS, FREDERICK, Shipley, Yorks, Actor Bradford Pet Oct 19 Ord Oct 19
EDWARDS, HAROLD WILLIAM, Mark ln, Company Director High Court Pet Aug 14 Ord Oct 19
FLETCHER, ARTHUR ERNEST, Bishop Auckland, Durham, Ironmonger Durham Pet Oct 17 Ord Oct 18
FRY, GERALD, Victoria st, Westminster High Court Pet Sept 5 Ord Oct 20
FUOG, CHARLES, Swansea, Coal Exporters Swansea Pet Oct 7 Ord Oct 19
GOLDSMITH, JULIET REBECCA and ELLEN EDITH GOLDSMITH Lowestoft Great Yarmouth Pet Oct 19 Ord Oct 19
HOBBS, HERBERT, Beckenham, Kent, Tobacconist Croydon Pet Oct 18 Ord Oct 18
HOWITT, FREDERICK, New Sawley, Derby, Boot Dealer Derby Pet Oct 19 Ord Oct 19
JOHNSTON, HENRY STEVENSON, Twickenham, Bank Clerk High Court Pet Oct 20 Ord Oct 20
KELLOCK, JOHN BRUCE, Old Broad st High Court Pet May 2 Ord Oct 18
KING, WILLIAM ARTHUR, Fingringhoe, Essex, Farmer Colchester Pet Oct 19 Ord Oct 19
KIRKWOOD, ERNEST, Leeds Leeds Pet Oct 19 Ord Oct 19
LAZAR, GEORGE, Roath, Cardiff, Photographic Artist Cardiff Pet Oct 17 Ord Oct 17
MATTHEWS, ABRAHAM, Nuneaton, Plumber Coventry Pet Oct 19 Ord Oct 19
MOORE, EDWARD, Rugby, Builder Coventry Pet Oct 19 Ord Oct 19
OAKEY, ENOS, Blaina, Mon, Collier Tredegar Pet Oct 20 Ord Oct 20
PERKINS, HENRY LEE, Abchurch ln High Court Pet Aug 4 Ord Oct 19
PHILLIPS, JOHN, Velindre, Henllan, Carmarthenshire, Woollen Manufacturer Carmarthen Pet Oct 21 Ord Oct 21
POUND, FRANCIS GAD, Worthing Wholesale Confectioner Brighton Pet Oct 20 Ord Oct 20
RICHARDS, ELIAS, Ystrad Mynach, Glam, Baker's Vanman Merthyr Tydfil Pet Oct 20 Ord Oct 20
STABLER JANE ELIZABETH, Harrogate, York Pet Oct 18 Ord Oct 18
STEWART, ALICE MABEL PAOLA, Balderton st, Oxford st High Court Pet Oct 20 Ord Oct 20
TAYLOR, ROBERT, Great Grimsby, Dock Labourer Great Grimsby Pet Oct 18 Ord Oct 18
TERRY, CLARENCE, Southsea, Hants, Corn Merchant Portsmouth Pet Oct 20 Ord Oct 20
TOZER, FRANK ELLIS, Totnes, Journeyman Carpenter Plymouth Pet Oct 21 Ord Oct 21
WELBOURN, HENRY, and FRED DOBSON, Mirfield, Yorks, Cinematograph Proprietors Dewsbury Pet Oct 19 Ord Oct 19
WELFORD, WILLIAM VERNON, Radley, Berks, Baker Oxford Pet Sept 13 Ord Oct 21
WILLIAMS, ARTHUR, Wem, Salop, Fish Dealer Shrewsbury Pet Oct 21 Ord Oct 21
WISE, ALFRED JOHN, Goldhawk rd, Shepherd's Bush High Court Pet Sept 8 Ord Oct 19
WOODS, WILLIAM HENRY, Great Yarmouth, Carting Contractor Great Yarmouth Pet Oct 19 Ord Oct 19
ZEDITH ZAPPERT, ERNEST, Chancery ln High Court Pet May 23 Ord Oct 19

ADJUDICATION ANNULLED.

HARRISON, JAMES, Navenby, Lincoln, Cattle Dealer Lincoln Adjud Nov 1, 1898 Annul Oct 17, 1911

London Gazette.—FRIDAY, Oct. 27.

RECEIVING ORDERS.

ARTHAN, DAVID, Crewe, Cattle Dealer Nantwich Pet Oct 24 Ord Oct 24
BAKER, GEORGE, jun, Worthing, Builder Brighton Pet Oct 25 Ord Oct 25
BALCH, WILLIAM RALSTON, Stonecutter st High Court Pet Mar 22 Ord Oct 23
BARTHEL, JULES MARIE JOSEPH, Oxford st, Milliner High Court Pet Oct 25 Ord Oct 25
BECKMAN, JOSEPH HARRIS, Brick ln, Spitalfields, Woollen Warehouseman High Court Pet Oct 25 Ord Oct 25
BERNSTEIN, BARNETT, Pelham st, Brick ln, Spitalfields, Manufacturing Furrier High Court Pet July 31 Ord Oct 24
BERNSTEIN, ISAAC, Maesycwmmer, Mon, Outfitter Newport, Mon Pet Oct 25 Ord Oct 25
BLOOMBERG, MORRIS, Leeds, Wholesale Clothier Leeds Pet Oct 11 Ord Oct 23
BROWN, JAMES, Leeds, Timber Merchant Leeds Pet Oct 12 Ord Oct 24
CHAMPION, W WEYLAND, Ballybroust, Broadway, Worcester Worcester Pet Oct 9 Ord Oct 24
CHETWYND, Hon FLORENCE MARY, Basil st, Belgravia High Court Pet June 29 Ord Oct 23
CONCORAN, Capt WILLIAM JAMES, Fleet st High Court Pet July 21 Ord Oct 23
DAVIES, CHARLES, Aberaman, Aberdare, Fruiterer Aberdare Pet Oct 23 Ord Oct 23
DAVIES, EDWARD, Porth, Glam, Collier Pontypridd Pet Oct 24 Ord Oct 24
DAWSON, MARGARET MARY, Birkenhead, Milliner Birkenhead Pet Sept 12 Ord Oct 23
DEACON, JOHN WILLIAM, Leighton Buzzard, Baker Luton Pet Oct 24 Ord Oct 24
DERBY, RICHARD, Tithby, Notts Farmer Nottingham Pet Oct 23 Ord Oct 23
DOWELL, THOMAS, Birmingham, Meat Pie Salesman Birmingham Pet Oct 11 Ord Oct 25
ELSON, WILLIAM HARMAN, Plymouth, Seed Merchant Plymouth Pet Oct 7 Ord Oct 23
FERN, ROBERT WILLIAM, Great Yarmouth, Coal Dealer Great Yarmouth Pet Oct 23 Ord Oct 23
FIELDING, JAMES, Manchester, Baker, Manchester Pet Oct 16 Ord Oct 16
FORD, HORACE, Derby, Shoe Manufacturer Derby Pet Oct 23 Ord Oct 23
FORSTER, JOSEPH, Sunderland, Second-hand Clothes Dealer Sunderland Pet Oct 25 Ord Oct 25
GARDNER, CHARLES HENRY, Manchester, Bank Clerk Manchester Pet May 8 Ord Oct 24
GREEN, WILLIAM HENRY, Great Grimsby, Butcher Great Grimsby Pet Oct 25 Ord Oct 25
GUEST, SAMUEL, Nymet, Bow, Devon, Farmer Exeter Pet Oct 24 Ord Oct 24
HAPPEL, HARRY, Henry st, Upper Kennington ln, Journeyman Baker High Court Pet Oct 26 Ord Oct 26
HARRISON, W H, Worthing, Stock Dealer High Court Pet Aug 21 Ord Oct 24
HAYWARD, NICHOLAS, Portsmouth, Florist's Assistant Portsmouth Pet Oct 21 Ord Oct 21
HUGHES, FRANK, Warrington, Sweet Dealer Warrington Pet Oct 25 Ord Oct 25
JONES, HUGH GRIFFITH, Birkenhead, Builder Birkenhead Pet Oct 25 Ord Oct 25
LEE, FREDERICK CHARLES, Hatherley, Glos, Baker Gloucester Pet Oct 23 Ord Oct 23
MORREL, RUDOLPH, Long's ct, St Martin's st High Court Pet Sept 2 Ord Oct 25
PIGGOT, F R, King st, Hammersmith, Tobacco Dealer High Court Pet Oct 18 Ord Oct 23
MURCH, SIDNEY CHARLES, Newbury, Tailor's Cutter Newbury Pet Oct 23 Ord Oct 23
NUTTER, LEVI, Culcheth, Lancs, Grocer Bolton Pet Oct 24 Ord Oct 24
QUIN, MARY MATILDA, Bradford Bradford Pet Oct 24 Ord Oct 24
RICHARDS, JOSEPH PETER, Smethwick, Staffs Builder West Bromwich Pet Oct 23 Ord Oct 23
ROSENER, FRITZ ROBERT ALFRED, Seaton, Devon, Photographer Exeter Pet Oct 23 Ord Oct 23
SIMMS, EPHRAIM, Little Hulton, Lancs, Tea Dealer Bolton Pet Oct 24 Ord Oct 24
SPEARING, ARTHUR THOMAS and WILFRED LAWSON KITSERON, Weston super Mare, Musical Instrument Dealers Bridgwater Pet Oct 23 Ord Oct 23
STREET, GEORGE, Wisborough Green, Sussex, Baker Brighton Pet Oct 23 Ord Oct 23
THOMPSON, RICHARD, Sen, Brancaster Straithe, Norfolk, Wheelwright Norfolk Pet Oct 24 Ord Oct 24
TILDESLEY, JOSIAH PERCIVAL, Willenhall, Stafford Wolverhampton Pet Oct 23 Ord Oct 23
TUGMAN, WILLIAM, Middlesbrough, Grocer Middlesbrough Pet Oct 23 Ord Oct 23
WRIGHT, CHARLES, Lee on the Solent, Hants, Builder Portsmouth Pet Oct 23 Ord Oct 23

Amended Notice substituted for that published in the London Gazette of Oct 20:

WHITEHEAD, MARY ELIZABETH, Hurst, Ashton under Lyne Ashton under Lyne Pet Oct 17 Ord Oct 17

FIRST MEETINGS.

ADAMS, THOMAS WILLIAM, New Tredegar, Mon, Collier Nov 4 at 11.30 Off Rec, 144, Commercial st, Newport Mon
BAINES, WILLIAM, Great Crosby, Lancaster Nov 7 at 12 Room 53, Bankruptcy bldgs, Carey st
BALCH, WILLIAM RALSTON, Stonecutter st Nov 7 at 11.30 Bankruptcy bldgs, Carey st
BARBER, HERBERT JOHN, and MARK WORLEY BARBER, Wellingborough, Painters Nov 7 at 12 Off Rec, The Parade, Northampton
BERNSTEIN, BARNETT, Pelham st, Brick ln, Spitalfields, Manufacturing Furrier Nov 7 at 11 Bankruptcy bldgs, Carey st
BLOOMBERG, MORRIS, Leeds, Wholesale Clothier Nov 9 at 11 Off Rec, 24, Bond st, Leeds
BOAG, WALTER RAINSFORD, Pool, Illogan, Cornwall Nov 4 at 11 Off Rec, 12, Princes st, Truro
BROWN, JAMES, Leeds, Timber Merchant Nov 10 at 2.30 Off Rec, 24, Bond st, Leeds
BURRAGE, HENRY ALFRED, Edenbridge, Kent, Builder Nov 6 at 12 Off Rec, 12a, Marlborough pl, Brighton
CHAPPELL, HENRY, New Sneinton, Nottingham Nov 6 at 11.40 White Hart Hotel, Spalding
CHETWYND, Hon Florence Mary, Basil st, Belgravia Nov 7 at 1 Bankruptcy bldgs, Carey st
CONCORAN, Capt WILLIAM JAMES, Fleet st Nov 6 at 12.30 Bankruptcy bldgs, Carey st
COX, FREDERICK JOHN, Shipston on Stour, Warwick, Farmer Nov 4 at 12 1, St Aldates, Oxford
DAKERS, FLORENCE AMY, Liverpool Nov 7 at 11 Off Rec, 35, Victoria st, Liverpool
DAVIES, BRYCHAN, Aberbargoed, Mon, Collier Nov 4 at 11 Off Rec, 144, Commercial st, Newport, Mon
DAVIES, CHARLES, Aberaman, Aberdare, Fruiterer Nov 7 at 11.30 St Catherine's chmbrs, St Catherine st, Pontypridd
DAVIES, EDWARD, Porth, Glam, Collier Nov 6 at 11.15 St Catherine's chmbrs, St Catherine st, Pontypridd
DODDS, MOSES COBB, Denford, Northampton Farmer Nov 6 at 2.40 The White Hart Hotel, Thrapston
ELSON, WILLIAM HARMAN, Plymouth, Seed Merchant Nov 7 at 3.30 7, Buckland ter, Plymouth
FIELD, WILLIAM FARNINGHAM, Great Yarmouth, Grocer Nov 6 at 12 Off Rec 8, King st, Norwich
FORD, HORACE, Derby, Shoe Manufacturer Nov 6 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby

HARRISON, W H, Worthing, Stock and Share Dealer Nov 6 at 12.30 Bankruptcy bldgs, Carey st

HAYWARD, NICHOLAS, Portsmouth, Florist's Assistant Nov 13 at 12 Off Rec, Cambridge junc, High st, Portsmouth

KING, WILLIAM ARTHUR, Fingringhoe, Essex, Farmer Nov 7 at 12.30 Off Rec, 36, Princess st, Ipswich

LAZAR, GEORGE, Roath, Cardiff, Photographic Artist Nov 6 at 3 117, St Mary st, Cardiff

MACLAGAN, WALTER DOUGLAS DALRYMPLE, Burnham Market, Norfolk Nov 4 at 12.15 Off Rec, 8, King st, Norwich

MARVIN, WILLIAM, Llandudno, Bootmaker Nov 4 at 12 Crypt chmbrs, Chester

OAKEY, ENOS, Blaina, Mon, Collier Nov 4 at 12 Off Rec, 144, Commercial st, Newport, Mon

PENNINGTON, WILLIAM FRANK, Helsby, Cheshire, Produce Merchant Nov 4 at 11 Off Rec, Byrom st, Manchester

PHILLIPS, JOHN, Velindre, Henllan, Carmarthen, Woollen Manufacturer Nov 4 at 12 Off Rec, 4, Queen st, Carmarthen

PIGOTT, F R, King st, Hammersmith, Tobacco Dealer Nov 8 at 11 Bankruptcy bldgs, Carey st

QUIN, MARY MATILDA, Bradford Nov 4 at 11 Off Rec, 12, Duke st, Bradford

RATCLIFFE, JOHN HOWARTH, Huddersfield, Newsagent Nov 4 at 10 Law Society's Room, Imperial arcade, New st, Huddersfield

TERRY, CLARENCE, Portsmouth, Corn Merchant Nov 13 at 3 Off Rec, Cambridge junct, High st, Portsmouth

THOMSON, GEORGE FORRESTER, West Byfleet, Surrey Nov 6 at 11.30 132, York rd, Westminster Bridge rd

TILDESLEY, JOSIAH PERCIVAL, Wildenhall, Stafford Nov 4 at 11 Off Rec, Wolverhampton

TOZER, FRANK ELLIS, Totnes, Devon, Journeyman Carpenter Nov 8 at 3.30 7, Buckland ter, Plymouth

TUGMAN, WILLIAM, Middlesbrough, Grocer Nov 7 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

WELBOURN, HENRY, and FRED DOBSON, Mirfield, Cinematograph Proprietors Nov 4 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury

WHITTINGTON, WALTER, Stockport, Cheshire, Tobacco Dealer Nov 10 at 11 Off Rec, 6, Vernon st, Stockport

ADJUDICATIONS.

ARTHAN, DAVID, Crewe, Cattle Dealer Nantwich Pet Oct 24 Ord Oct 24

AVERY, EDWARD, Lapworth, Warwick, Farmer Birmingham Pet Oct 20 Ord Oct 24

BARTHEL, JULES MARIE JOSEPH, Oxford st, Milliner High Court Pet Oct 25 Ord Oct 25

BECKMAN, JOSEPH HARRIS, Brick ln, Spitalfields, Woollen Warehouseman High Court Pet Oct 25 Ord Oct 25

BERNSTEIN, BARNETT, Pelham st, Brick ln, Spitalfields, Manufacturing Furrier High Court Pet July 31 Ord Oct 25

BERNSTEIN, ISAAC, Macsycwmmer, Mon, Outfitter Newport, Mon Pet Oct 25 Ord Oct 25

BILLETT, DANIEL, Marshfield, Glos, Carrier Bath Pet Sept 29 Ord Oct 23

BOSTOCK, WALTER JOSEPH REEVE, Bedminster, Bristol, Butcher Bristol Pet Oct 16 Ord Oct 25

BROWN, JAMES, Leeds, Timber Merchant Leeds Pet Oct 12 Ord Oct 12

BROWN, SAMUEL, Southend on Sea, Tailor Chelmsford Pet Sept 18 Ord Oct 24

BURFORD, ERNEST E, Glengall rd, Old Kent rd High Court Pet Aug 4 Ord Oct 23

DAKERS, FLORENCE AMY, Liverpool Liverpool Pet Oct 3 Ord Oct 25

DAVIES, CHARLES, Aberaman, Aberdare, Fruiterer Aberdare Pet Oct 23 Ord Oct 23

DAVIES, EDWARD, Porth, Glam, Collier Pontypridd Pet Oct 24 Ord Oct 24

DEACON, JOHN WILLIAM, Leighton Buzzard, Baker Luton Pet Oct 24 Ord Oct 24

DERBY, RICHARD, Tithby, Notts, Farmer Nottingham Pet Oct 23 Ord Oct 23

DODDS, MOSES COBB, Denford, Northampton, Farmer Pet Oct 12 Ord Oct 24

FREE, ROBERT WILLIAM, Great Yarmouth, Coal Dealer Great Yarmouth Pet Oct 23 Ord Oct 23

FIELDING, JAMES, Manchester, Baker Manchester Pet Oct 16 Ord Oct 24

FORD, HORACE, Derby, Shoe Manufacturer Derby Pet Oct 23 Ord Oct 23

FORSTER, JOSEPH, Sunderland, Second Hand Clothes Dealer Sunderland Pet Oct 25 Ord Oct 25

GREEN, WILLIAM HENRY, Great Grimsby, Butcher Great Grimsby Pet Oct 25 Ord Oct 25

GUEST, SAMUEL, Nymet, Bow, Devon, Farmer Exeter Pet Oct 24 Ord Oct 24

HAPPEL, HARRY, Henry st, Upper Kennington ln, Journeyman Baker High Court Pet Oct 26 Ord Oct 26

HAYWARD, NICHOLAS, Portsmouth, Florist's Assistant Portsmouth Pet Oct 21 Ord Oct 21

HERWIG, HORACE HERMON ACASON, Lausanne rd, Peckham Traveller High Court Pet Sept 21 Ord Oct 25

HUGHES, FRANK, Warrington, Sweet Dealer Warrington Pet Oct 25 Ord Oct 25

KERBY, CHARLES, Shrewsbury, Licensed Victualler Shrewsbury Ord Oct 11 Ord Oct 23

LEE, FREDERICK CHARLES, Down, Hatherley, Glos Baker Gloucester Pet Oct 23 Ord Oct 23

LEWIS, DAVID, Llanelly, Colleiry Proprietor Carmarthen Pet Aug 18 Ord Oct 23

MCBEAN, CLAUDE, Pelham st High Court Pet Sept 19 Ord Oct 25

MINSKY, JULIUS, Sheffield, Agent Sheffield Pet May 23 Ord Oct 25

MURCH, SIDNEY CHARLES, Newbury, Tailor's Cutter Newbury Pet Oct 23 Ord Oct 23

NUTTER, LEVI, Culcheth, Lancs, Grocer Bolton Pet Oct 24 Ord Oct 24

PARNALL, SYDNEY F, Plymouth, Saddler Plymouth Pet Sept 29 Ord Oct 24

PENNINGTON, WILLIAM FRANK, Helsby, Chester, Produce Merchant Warrington Pet Oct 7 Ord Oct 24

PIGOTT, FRANK RICHARD, King st, Hammersmith, Tobacco Dealer High Court Pet Oct 18 Ord Oct 26

PRIESTMAN, ANDREW DINSDALE, Walbrook, Company Director High Court Pet Sept 4 Ord Oct 25

QUIN, MARY MATILDA, Bradford, Furniture Dealer Bradford Pet Oct 24 Ord Oct 24

SIMMS, EPHRAIM, Little Hulton, Lancs, Tea Dealer Bolton Pet Oct 24 Ord Oct 24

SPEARING, ARTHUR THOMAS, and WILFRED LAWSON KITSERON, Weston super Mare, Musical Instrument Dealers Bridgwater Pet Oct 23 Ord Oct 23

STREET, GEORGE, Wisborough Green, Sussex, Baker and Grocer Brighton Pet Oct 23 Ord Oct 23

THACKREY, WILLIAM, Grewelthorpe, nr Ripon, York, Butcher Northallerton Pet Sept 21 Ord Oct 11

THOMPSON, RICHARD, sen, Brancaster Staithe, Norfolk, Wheelwright Norwich Pet Oct 24 Ord Oct 24

TILDESLEY, JOSIAH PERCIVAL, Willenhall, Staffs Wolverhampton Pet Oct 23 Ord Oct 23

TOTOONCHIE, ARTHUR THOMAS, Manchester, Shipper Manchester Pet Aug 24 Ord Oct 23

TUGMAN, WILLIAM, Middlesbrough, Grocer Middlesbrough Pet Oct 23 Ord Oct 23

WAKEFORD, HALDANE HODSON, Clarendon rd, Holland Park av High Court Pet July 11 Ord Oct 23

WHITTINGTON, WALTER, Stockport, Cheshire, Tobacco Dealer Stockport Pet Oct 3 Ord Oct 23

WRIGHT, CHARLES, Lee on the Solent, Hants, Builder Portsmouth Pet Oct 23 Ord Oct 23

Amended Notice substituted for that published in the London Gazette of June 14, 1910:

DE MULARDO, LEO MICHAEL CECIL ANGELO ALOYSIUS JOSEPH HERNANDEZ, Castelnau, Barnes, Surrey, Private Secretary Wandsworth Pet Mar 14 Ord June 9

Amended Notice substituted for that published in the London Gazette of Oct 13:

BERTHIER, NICOLA HENRY, Holland Park av, Corn Dealer High Court Pet Oct 7 Ord Oct 7

Amended Notice substituted for that published in the London Gazette of Oct 20:

WHITEHEAD, MARY ELIZABETH, Hurst, Ashton under Lyne Ashton under Lyne Pet Oct 17 Ord Oct 17

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

WALLIS, FANNY, Colwyn Bay, Denbigh Bangor Rec Ord Jan 24, 1902 Adjud Feb 1s, 1902 Resc & Annul Oct 20, 1911

London Gazette.—TUESDAY, Oct 31.

RECEIVING ORDERS.

ALDERSON, WILLIAM ROBERT, Walton on Thames Kingston, Surrey Pet Oct 9 Ord Oct 28

BIRD, JOSEPH ARTHUR HUBERT, Thornton av, Streatham Hill, Stock Jobber Wandsworth Pet Oct 2 Ord Oct 26

CARR, OSWALD, Headingley, Leeds Leeds Pet Sept 27 Ord Oct 27

COOPER, WILLIAM FREDERICK, and WILLIAM RILEY, Tamworth Butchers Birmingham Pet Oct 23 Ord Oct 27

DALE, THOMAS, Congleton, Draper Macclesfield Pet Oct 25 Ord Oct 25

EASTERBROOK, ROBERT JOHN, Rudgwick, Sussex, Dairy Farmer Brighton Pet Oct 26 Ord Oct 26

FULLERTON, ROBERT, Middlesbrough, Cycle Agent Middlesbrough Pet Oct 28 Ord Oct 28

GIBLETT, HUBERT, Ashcott, Somerset, Farmer Bridgwater Pet Oct 11 Ord Oct 26

GREGAN, HUGH MARSHALL, Hastings, Wall Paper Factor Hastings Pet Oct 24 Ord Oct 29

GULLIDGE, ALBERT J, York rd, Battersea, Wholesale Tobacconist High Court Pet Oct 9 Ord Oct 27

HARRIS, GEORGE BEYON, Crown Office row, Temple, Barrister at Law Birmingham Pet Aug 19 Ord Oct 26

HOLMES, MARY ELIZABETH, Westbourne sq, Paddington High Court Pet Oct 26 Ord Oct 26

KITCHENER, ARTHUR, Lavendon, Bucks, Lift Manufacturer Northampton Pet Oct 5 Ord Oct 28

KOHNLEIN, ALBERT, Harrow, Middlx, Builder St Albans Pet Sept 25 Ord Oct 26

LANGER, CHARLES, Pokesdown, Bournemouth, Plumber Poole Pet Oct 9 Ord Oct 26

LODGE, FRANK, Salisbury, Wilts, Tailor Salisbury Pet Oct 27 Ord Oct 27

MORTON, HENRY, Chesterfield, Grocer Chesterfield Pet Oct 28 Ord Oct 28

PEMBERTON, HERBERT JOHN, Woodhouse, Yorks, Carter Sheffield Pet Oct 26 Ord Oct 26

PIGOTT, JOSIAH, Worthing, Grocer Brighton Pet Oct 27 Ord Oct 27

PRICKETT, OWEN, Llantrisant, Glam, Chemist Pontypridd Pet Oct 26 Ord Oct 26

PUCKLE, WALTER BRIDGE, Lindengdns, Bayswater, Financial Agent High Court Pet Oct 27 Ord Oct 27

REAM, JOHN, Oundle, Northampton, Saddler Peterborough Pet Oct 17 Ord Oct 27

REES, DAVID, Llandebie, Colliery Labourer Carmarthen Pet Oct 28 Ord Oct 28

ROGERS, THOMAS LEWIS, Sunbury, Middlesex Kingston, Surrey Pet Oct 6 Ord Oct 28

ROWLEY, NORMAN, Liverpool, Coal Merchant Liverpool Pet Oct 13 Ord Oct 26

RUDDOCK, STANLEY, Brislington, Somerset, Grocer Bristol Pet Oct 27 Ord Oct 27

SMITH, JOHN HENRY, Fishponds, Bristol, Wheelwright Bristol Pet Oct 28 Ord Oct 28

SNOOK, PERCY EDGAR, Frome, Somerset, Tailor Frome Pet Oct 28 Ord Oct 28

SOUTHERST, THOMAS, Heaton Park, Manchester, Manager of a Glass works Salford Pet Oct 26 Ord Oct 26

STUBBS, JAMES, Runcorn, Chester, Shipwright Warrington Pet Oct 26 Ord Oct 26

TRINDER, FREDERICK, Winchester, Hants, Fruit Salesman Winchester Pet Oct 25 Ord Oct 25

UNDERWOOD, POWELL CECIL, Haylands, nr Ryde, I of W Newport Pet Oct 27 Ord Oct 27

Amended Notice substituted for that published in the London Gazette of Sept 29:

TAIT, JOHN CRAIL, Thornton Heath, Surrey, Baker Croydon Pet Sept 2 Ord Sept 27

Amended Notice substituted for that published in the London Gazette of Oct 27:

GUEST, SAMUEL, Colebrooke, Devon, Farmer Exeter Pet Oct 24 Ord Oct 24

FIRST MEETINGS.

ARTHAN, DAVID, Crewe, Cattle Dealer Nov 8 at 3 Off Rec, King st, Newcastle, Staffs

AVERY, EDWARD, Lapworth, Warwick, Farmer Nov 8 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

BAILEY, J H, Manchester, Saddler Nov 8 at 2.30 Off Rec Byrom st, Manchester

BAKER, GEORGE, jun, Worthing, Builder Nov 10 at 11.30 Off Rec, 12A, Marlborough pl, Brighton

BARTHEL, JULES MARIE JOSEPH, Oxford st, Milliner Nov 9 at 12 Bankruptcy bldgs, Carey st

BECKMAN, JOSEPH HARRIS, Brick la, Spitalfields, Wholesale Woollen Warehouseman Nov 9 at 11 Bankruptcy bldgs, Carey st

BENT, ISAAC LEVETT, Nelson, Lancs, Outfitter Nov 8 at 11 Off Rec, 13, Winckley st, Preston

BERNSTEIN, ISAAC, Maesycwmmer, Mon, Outfitter Nov 8 at 11 Off Rec, 144, Commercial st, Newport, Mon

BIRD, JOSEPH ARTHUR HUBERT, Thorton av, Streatham Hill, Stock Jobber Nov 10 at 2.30 132, York rd, Westminster Bridge rd

DAWSON, MARGARET MARY, Birkenhead Nov 9 at 11 Off Rec, 35, Victoria st, Liverpool

DEACON, JOHN WILLIAM, Leighton Buzzard, Baker Nov 10 at 11.30 Off Rec, The Parade, Northampton

DERBY, RICHARD, Tithby, Notts, Farmer Nov 8 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

DOWELL, THOMAS, Balsall Heath Birmingham, Meat Pie Salesman Nov 8 at 12 30 Ruskin chmbrs, 191, Corporation st, Birmingham

EASTERBROOK, ROBERT JOHN, Rudgwick, Sus ex, Dairy Farmer Nov 10 at 2.30 Off Rec, 12A, Marlborough pl, Brighton

FERE, ROBERT WILLIAM, Great Yarmouth, Coal Dealer Nov 9 at 12.15 Off Rec, 8, King st, Norwich

FIELDING, JAMES, Manchester, Baker Nov 9 at 3 Off Rec, Byrom st, Manchester

FORSTER, JOSEPH, Sunderland, Second Hand Clothes Dealer Nov 8 at 2.30 Off Rec, 3, Manor pl, Sunderland

GOLDSMITH, JULIET REBECCA, and ELLEN EDITH GOLDSMITH, Lowestoft Nov 9 at 12 Off Rec, 8, King st Norwich

GREEN, WILLIAM HENRY, Great Grimsby, Butcher Nov 8 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

GREGAR, HUGH MARSHALL, Hastings, Wall Paper Factor Nov 9 at 3 Off Rec, 12A, Marlborough pl, brighton

GUEST, SAMUEL, Colebrooke, Devon, Farmer Nov 9 at 11.30 Off Rec, 9, Bedford cir, Exeter

GULLIDGE, ALBERT J, York rd, Battersea, Wholesale Tobacconist Nov 10 at 1 Bankruptcy bldgs, Carey st

HAPPEL, HARRY, Henry st, Upper Kennington la, Journeyman Baker Nov 8 at 11.30 Bankruptcy bldgs, Carey st

HOLMES, MARY ELIZABETH, Westbourne sq, Paddington Nov 8 at 1 Bankruptcy bldgs, Carey st

HUGHES, FRANK, Warrington, Sweet Dealer Nov 8 at 3 Off Rec, Byrom st, Manchester

LANGER, CHARLES, Pokesdown, Bournemouth, Plumber Nov 8 at 3.30 The Angel Hotel, High st, Lymington

LEATHER, JOHN, Oswestry, Pawnbroker Nov 8 at 12 Crypt chmbrs, Chester

LEE, FREDERICK CHARLES, Hatherley, Glos, Baker Nov 11 at 12 Off Rec, Station rd, Gloucester

MATLEY, JAMES, Ashton-under-Lyne, Licensed Victualler Nov 9 at 2.30 Off Rec, Byrom st, Manchester

MITCHELL, CHARLES, sen, Ventnor, I of W, Auctioneer Nov 8 at 3 15 Off Rec, 98, High st, Newport, I of W

MORREL, RUDOLPH, Long's ct, St Martin st Nov 10 at 11 Bankruptcy bldgs, Carey st

NUTTER, LEVI, Culcheth, Lancs, Grocer Nov 9 at 3 Off Rec, 19, Exchange st, Bolton

PIGOTT, JOSIAH, Worthing Grocer Nov 10 at 12 Off Rec, 12A, Marlborough pl, Brighton

POUND, FRANCIS GAD, Worthing, Wholesale Confectioner Nov 8 at 11.30 Off Rec, 12A, Marlborough pl, Brighton

PRICKETT, OWEN, Llantrisant, Glam, Chemist Nov 9 at 11.15 St Catherine's chmbrs, St Catherine's st, Pontypridd

PUCKLE, WALTER BRIDGE, Salisbury House, London Wall, Financial Agent Nov 8 at 1 Bankruptcy bldgs, Carey st

RICHARDS, JOSEPH PETER, Smethwick, Stafford, Builder Nov 8 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

ROSKNER, FRITZ ROBERT ALFRED, Seaton, Devon, Photographer Nov 9 at 12 Off Rec, 9, Bedford circus, Exeter

SIMMS, EPHRAIM, Little Hulton, Lancs, Tea Dealer Nov 9 at 11 Off Rec, 19, Exchange st, Bolton

SOUTHERST, THOMAS, Heaton Park, nr Manchester, Manager of a Glass Works Nov 8 at 3.30 Off Rec, Byrom st, Manchester

SPEARING, ARTHUR THOMAS, and WILFRED LAWSON KITSKROW, Weston super Mare, Musical Instrument Dealers Nov 8 at 11.30 Off Rec, 26, Baldwin st, Bristol

STREET, GEORGE, Wisborough Green, Sussex, Baker Nov 10 at 12.30 Off Rec, 12A, Marlborough pl, Brighton

THOMPSON, RICHARD, sen, Brancaster Staithe, Norfolk, Wheelwright Nov 8 at 2.45 Off Rec, 8, King st, Norwich

TRINDER, FREDERICK, Winchester, Southampton, Fruit Salesman Nov 8 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton

WRIGHT, CHARLES, Lee on the Solent, Hants, Builder Nov 13 at 4 Off Rec, Cambridge Junction, High st, Portsmouth

ADJUDICATIONS.

BAKER, GEORGE, jun, Worthing, Builder Brighton Pet Oct 25 Ord Oct 25

COOPER, WILLIAM FREDERICK, and WILLIAM RILEY, Tamworth, Butchers Birmingham Pet Oct 23 Ord Oct 27

COX, FREDERICK JOHN, Shipston on Stour, Warwick, Farmer Banbury Pet Oct 14 Ord Oct 28

DALE, THOMAS, Congleton, Chester, Draper Macclesfield Pet Oct25 Ord Oct 25

DOWELL, THOMAS, Birmingham, Meat Pie Salesman Birmingham Pet Oct 11 Ord Oct 28

EASTERBROOK, ROBERT JOHN, Rudgwick, Sussex, Dairy Farmer Brighton Pet Oct 26 Ord Oct 26

FULLERTON, ROBERT, Middlesbrough, Cycle Agent Middlesbrough Pet Oct 28 Ord Oct 28

GOUDGE, HENRY WATTS, and DANIEL BRAZIER, Fleet st, Advertising Contractors High Court Pet Aug 5 Ord Oct 27

HOLMES, MARY ELIZABETH, Westbourne sq, Paddington High Court Pet Oct 26 Ord Oct 26

KITCHENER, ARTHUR, Lavendon, Buckingham, Lift Manufacturer Northampton Pet Oct 5 Ord Oct 21

LANGER, CHARLES, Pokesdown, Bournemouth, Plumber Poole Pet Oct 9 Ord Oct 28

MACKAY, JAMES JOHN, Parsifal-r ad, West Hampstead High Court Pet Aug 25 Ord Oct 27

MEREDITH, NOAH, Tonypandy, Glam, Grocer Pontypridd Pet Sept 25 Ord Oct 27

MORTON, HENRY, Chesterfield, Derby, Grocer Chesterfield Pet Oct 28 Ord Oct 28

LODGE, FRANK, Salisbury, Wilts, Tailor Salisbury Pet Oct 27 Ord Oct 27

PEMBERTON, HERBERT JOHN, Woodhouse, Yorks, Carter Sheffield Pet Oct 26 Ord Oct 26

PIGOTT, JOSIAH, Worthing, Grocer Brighton Pet Oct 27 Ord Oct 27

PRICKETT, OWEN, Llantrisant, Glam, Chemist Pontypridd Pet Oct 26 Ord Oct 26

PUCKLE, WALTER BRIDGE, Linden gdns, Bayswater, Financial Agent High Court Pet Oct 27 Ord Oct 27

REES, DAVID, Llandebie, Carmarthen, Colliery Labourer Carmarthen Pet Oct 28 Ord Oct 28

RICHARDS, JOSEPH PETER, Smethwick, Stafford, Builder West Bromwich Pet Oct 23 Ord Oct 26

SINCLAIR, CHARLES TRERY, Oakdale rd, Streatham Wandsworth Pet Sept 2 Ord Oct 28

SMITH, JOHN HENRY, Fishponds, Bristol, Wheelwright Bristol Pet Oct 28 Ord Oct 28

SOUTHERST, THOMAS, Heaton Park, nr Manchester, Manager of a Glass Works Salford Pet Oct 26 Ord Oct 26

STUBBS, JAMES, Runcorn, Chester, Shipwright Warrington Pet Oct 26 Ord Oct 26

TAGGART, FRANK STARK, Pavement House, Finsbury pvmt High Court Pet Sept 12 Ord Oct 26

TRINDER, FREDERICK, Canon st, Winchester, Hants, Fruit Salesman Winchester Pet Oct 25 Ord Oct 25

UNDERWOOD, POWELL CECIL, Haylands, nr Ryde, Isle of Wight Newport and Ryde Pet Oct 27 Ord Oct 27

Amended Notice substituted for that published in London Gazette of Oct 27:

GUEST, SAMUEL, Colebrooke, Devon, Farmer Exeter Pet Oct 24 Ord Oct 24

ADJUDICATION ANNULLED.

DE MULARDO, LEO MICHAEL CECIL ANGELO ALOYSIUS HERNANDEZ, Barnes, Surrey Wandsworth Adjud June 9, 1910 Annul Oct 16, 1911